

POLICY ON RELATED PARTY TRANSACTIONS

Contents

1. INTRODUCTION.....	3
2. OBJECTIVE	3
3. DEFINITIONS.....	3
4. POLICY	6
5. IDENTIFICATION OF RELATED PARTY TRANSACTIONS:.....	7
6. REVIEW AND APPROVAL OF RELATED PARTY TRANSACTION	8
7. RATIFICATION OF RELATED PARTY TRANSACTIONS	10
8. APPLICATION OF INDUSTRY STANDARD	10
9. APPROVAL BY CIRCULAR RESOLUTION OF THE COMMITTEE	13
10. APPROVAL BY THE BOARD	13
11. APPROVAL OF MATERIAL RELATED PARTY TRANSACTIONS.....	13
12. CONSIDERATION BY THE COMMITTEE IN APPROVING THE PROPOSED TRANSACTIONS	13
13. TRANSACTIONS WHICH DO NOT REQUIRE APPROVAL	14
14. TRANSACTIONS NOT IN THE ORDINARY COURSE OF BUSINESS OR NOT AT ARM'S LENGTH	14
15. RELATED PARTY TRANSACTIONS NOT PREVIOUSLY APPROVED	15
16. DISCLOSURE AND REPORTING OF RELATED PARTY TRANSACTIONS	15
17. LIMITATION.....	15
18. DISSEMINATION OF POLICY	15
19. EFFECTIVE DATE.....	16
20. REVIEW OF POLICY.....	16
ANNEXURE 1	17
ANNEXURE 2	19
ANNEXURE 3	34

POLICY ON RELATED PARTY TRANSACTIONS

1. INTRODUCTION

- 1.1 The Board of Directors (**the “Board”**) of **Syrma SGS Technology Limited (the “Company”)** has adopted this Policy upon recommendation of the Audit Committee and it includes the materiality threshold and the manner of dealing with Related Party Transactions (**“Policy”**) in compliance with the requirements of Section 188 of the Companies Act, 2013 (**the “Act”**) and Regulation 23 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**“Listing Regulations”**). Amendments, from time to time, to the Policy, if any, shall be considered by the Board based on the recommendations of the Audit Committee.
- 1.2 This Policy applies to transactions between the Company and one or more of its Related Parties and also applies to transactions where the Company is not a party but its Subsidiaries and their Related Parties are parties. It provides a framework for governance and reporting of Related Party Transactions including material transactions or its modifications.

2. OBJECTIVE

- 2.1 This Policy is intended as follows:
- A. To ensure due and timely identification, approval, disclosure and reporting of transactions between the Company or its subsidiary(ies) and any Related Parties of the Company or its subsidiary(ies) in compliance with the applicable laws and regulations as may be amended from time to time;
- B. To ensure high standards of Corporate Governance while dealing with related parties.
- 2.2 The provisions of this Policy are designed to govern the approval process and disclosure requirements to ensure transparency in the conduct of Related Party Transactions in the best interest of the Company and its shareholders and to comply with the statutory provisions in this regard.

3. DEFINITIONS

- 3.1 **“Audit Committee” or “Committee”** means the Committee of the Board constituted from time to time under the provisions of Regulation 18 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Section 177 of the Companies Act, 2013.
- 3.2 **“Arm’s Length Transaction”** means a transaction between two related parties that is conducted as if they were unrelated, so that there is no conflict of interest..

3.3 **“Board”** means the Board of Directors of the Company as defined under the Companies Act, 2013.

3.4 **“Key Managerial Personnel”** means

- a) The Chief Executive Officer or the Managing Director or the Manager;
- b) The Company Secretary;
- c) The whole-time director;
- d) The Chief Financial Officer;
- e) such other officer, not more than one level below the Directors who is in whole-time employment, designated as key managerial personnel by the Board; and
- f) such other officer as may be prescribed

3.5 **“Material Related Party Transaction”** means a Related Party Transaction which entered into individually or taken together with previous transactions during the financial year, exceeds rupees one thousand crore or 10 (ten) percent of the annual consolidated turnover of the Company as per the last audited financial statements of the Company, whichever is lower or such limits as may be prescribed either in the Companies Act, 2013 or the SEBI (Listing Obligation and Disclosures Requirements) Regulations, 2015 as amended from time to time whichever is stricter.

Notwithstanding the above, a transaction involving payments made to a related party with respect to brand usage or royalty shall be considered material if the transaction(s) to be entered into individually or taken together with previous transactions during a financial year, exceed 5 (five) percent of the annual consolidated turnover of the Company as per the last audited financial statements of the Company.

3.6 **“Ordinary Course of Business”** means the course of business in which Transactions are entered in pursuance of the business objective of the Company and necessary for Company’s operations or related financial activities, including the fixed assets transactions, except:

- A. transactions involving transfer/ demerger/ acquisition/ business restructuring transaction of a business or a unit thereof;
- B. lending/ borrowing/ providing or receiving guarantees to/ from entities other than the entities which are consolidated in the Company’s Consolidated Financial Statements;
- C. investing in equity or instruments convertible in equity of the entities other than the entities which are consolidated in the Company’s Consolidated Financial Statements as per approved budget or divesting any such investment for an amount exceeding Rupees 10 (Ten) Crores or 10% (Ten percent) of the Company’s net worth, whichever is lower;
- D. any other items which are required to be reported as ‘Exceptional Item’ in the Company’s annual financial statements

3.7 **“Related Party”** means a related party as defined under the Companies Act, 2013 read with relevant provision of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Indian Accounting Standards, as amended from time to time.

3.8 **“Related Party Transaction” (“RPT”)** means any transaction between the Company and any Related Party for transfer of resources, services or obligations, regardless of whether a price is charged and includes –

- A. Sale, purchase or supply of any goods or materials;
- B. Selling or otherwise disposing of, or buying property of any kind;
- C. Leasing of property of any kind;
- D. Availing or rendering of any services;
- E. Appointment of any agent for the purchase or sale of goods, materials, services or property;
- F. Such related party’s appointment to any office or place of profit in the Company, its subsidiary Company or associate Company;
- G. Underwriting the subscription of any securities or derivatives thereof, of the Company;
- H. Financing (including loans and equity contributions in cash or kind);
- I. Providing or obtaining guarantees and collaterals; and
- J. Deputation of employees.

(The points set forth above is an indicative list and not an exhaustive one).

“Related Party Transaction” also has the meaning assigned to such term under the Listing Regulations. As per Listing Regulations, Related party transaction also means a transaction involving a transfer of resources, services, or obligations between:

- (i) Company or any of its subsidiaries on one hand and a related party of the Company or any of its subsidiaries on the other hand; or
- (ii) Company or any of its subsidiaries on one hand, and any other person or entity on the other hand, the purpose and effect of which is to benefit a related party of the Company or any of its subsidiaries;
regardless of whether a price is charged and a “transaction” with a related party shall be construed to include a single transaction or a group of transactions in a contract:

Provided that the following shall not be a related party transaction:

(a) the issue of specified securities on a preferential basis, subject to compliance of the requirements under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018;

(b) the following corporate actions which are uniformly applicable/offered to all shareholders in proportion to their shareholding:

- i. payment of dividend;
- ii. subdivision or consolidation of securities;
- iii. issuance of securities by way of a rights issue or a bonus issue; and
- iv. buy-back of securities.

(c) acceptance of fixed deposits by banks/Non-Banking Finance Companies at the terms uniformly applicable/offered to all shareholders/public, subject to disclosure of the same along with the

disclosure of related party transactions every six months to the stock exchange(s), in the format as specified by the Board;

(d) acceptance of current account deposits and saving account deposits by banks in compliance with the directions issued by the Reserve Bank of India or any other central bank in the relevant jurisdiction from time to time:

Explanation: For the purpose of clauses (c) and (d) above, acceptance of deposits includes payment of interest thereon.

(e) retail purchases from the Company or its subsidiary by its directors or its employees, without establishing a business relationship and at the terms which are uniformly applicable/offered to all employees and directors.

3.9 **“Relative”** means a relative as defined under the Companies Act, 2013 and includes anyone who is related in any of the following manner –

- A. Members of a Hindu undivided family;
- B. Husband or wife;
- C. Father (including step-father);
- D. Mother (including step-mother);
- E. Son (including step-son);
- F. Son’s wife;
- G. Daughter;
- H. Daughter’s husband;
- I. Brother (including step-brother); or
- J. Sister (including step-sister).

3.10 **“Transaction”** with a related party shall be construed to include a single transaction or a group of transactions.

3.11 Any other term not defined herein shall have the same meaning as defined in the Companies Act, 2013, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 including amendments thereof, Indian Accounting Standards; and or any other statute, law, standards, regulations or other governmental instruction relating to Related Party Transactions.

4. POLICY

4.1 The Audit Committee shall review and approve all Related Party Transactions based on this Policy.

4.2 All proposed Related Party Transactions must be reported to the Audit Committee for its prior approval in accordance with this Policy. In the case of frequent / regular / repetitive transactions which are in the normal course of business of the Company, the Committee may grant standing

pre –approval/ omnibus approval, details whereof are given in a separate section of this Policy.

- 4.3 In exceptional cases, where a prior approval is not taken due to an inadvertent omission or due to unforeseen circumstances, the Committee may ratify the transactions in accordance with this Policy.

5. IDENTIFICATION OF RELATED PARTY TRANSACTIONS:

- 5.1 Every Director and Key Managerial Personnel will be responsible for providing a declaration in the format as per **Annexure 1** containing the following information to the Company Secretary on an annual basis:

- A. Names of his / her Relatives;
- B. Partnership firms in which he / she or his / her Relative is a partner;
- C. Private Companies in which he / she or his / her Relative is a member or Director;
- D. Public Companies in which he / she is a Director and holds along with his/her Relatives more than 2% of paid up share capital;
- E. Any Body Corporate whose Board of Directors, Managing Director or Manager is accustomed to act in accordance with his / her advice, directions or instructions; and
- F. Persons on whose advice, directions or instructions, he / she is accustomed to act (other than advice, directions or instructions obtained from a person in professional capacity).

- 5.2 Every Director and Key Managerial Personnel will also be responsible to update the Company Secretary of any changes in the above relationships, directorships, holdings, interests and / or controls immediately on him / her becoming aware of such changes.

- 5.3 The Company Secretary/Compliance Officer and Chief Financial Officer shall be responsible to maintain an updated database of information pertaining to Related Parties reflecting details of –

- A. All Directors and Key Managerial Personnel;
- B. All individuals, partnership firms, companies and other persons as declared and updated by Directors and Key Managerial Personnel;
- C. Company's holding company, subsidiary companies and associate companies;
- D. Subsidiaries of holding company;
- E. Director or Key Managerial Personnel of the holding company or their Relatives;
- F. All group entities; and
- G. Any other entity which is a Related Party as defined under Section 2(76) of the Companies Act, 2013 read with Listing Obligation or the relevant Accounting Standard.

- 5.4 The database shall be updated whenever necessary and shall be reviewed on half-yearly basis jointly by the Company Secretary/Compliance Officer. The functional / business heads / Chief Financial Officer / Company Secretary shall have access to the updated database.

5.5 Every Director, Key Managerial Personnel, Functional / Business heads / Chief Financial Officer will be responsible for providing prior notice to the Company Secretary of any potential Related Party Transaction. They will also be responsible for providing additional information about the transaction that the Board / Committee may request, for being placed before the Committee and the Board.

5.6 The suggested details and list of records and supporting documents which are required to be provided along with the Notice of the proposed transaction are provided in Annexure 2 to this Policy.

5.7 The Chief Financial Officer may refer any potential related party transaction to any external legal/transfer pricing expert and the outcome or opinion of such exercise shall be brought to the notice of the Audit Committee keeping Company Secretary marked in the communications. Based on this Notice, the Company Secretary / Compliance Officer will take it up for necessary approvals under this Policy.

6. REVIEW AND APPROVAL OF RELATED PARTY TRANSACTION

6.1 All related party transactions and subsequent material modifications, except as exempted specifically by the Listing Regulations, shall require prior approval of the Audit committee of the Company. As provided under Listing Regulations, only Members of the Audit Committee who are Independent Directors \ shall approve related party transactions.

6.2 With respect to related party transaction to which the subsidiary of the Company is a party but the Company is not a party, shall require prior approval of the Audit committee of the Company, if the value of such transaction whether entered into individually or taken together with previous transactions during a financial year exceeds ten (10) per cent of the annual standalone turnover, as per the last audited financial statements of the subsidiary.

6.3 Remuneration and sitting fees paid by the Company or its subsidiary to its director, key managerial personnel or senior management, except who is part of promoter or promoter group, shall not require approval of the audit committee provided that the same is not material in terms of the provisions of regulation 23(1) of Listing regulations.

6.4 For the purpose of this policy, the terms “material modifications” shall mean and include such modification which (i) has the effect of changing the monetary value of approved related party transactions, whether approved by Audit Committee or shareholders, as the case may be, by 20% or (ii) has the effect of making the transaction not in ordinary course of business and/or Arm’s length basis, if the said transactions were approved as such.

6.5 In determining whether or not to approve the RPT, the Audit Committee/ Board of Directors shall take into account, among other factors it deems appropriate, whether the RPT is on “arm’s length

basis”, in the ordinary course of Company’s business and if such aspects are absent whether such RPT is within the thresholds prescribed in Annexure-III hereto.

- 6.6 No director or Key Managerial Personnel shall participate in any discussion or approval of a RPT for which he or she is a Related Party, except that the director / Key Managerial Personnel shall provide all material information concerning such Related Party Transaction to the Audit Committee or the Board as appropriate.
- 6.7 If the RPTs are in repetitive in nature, the Audit Committee may grant omnibus approval for related party transactions proposed to be entered into by the company or its subsidiary in line with this policy.
- 6.8 The Audit Committee shall satisfy itself the need for such omnibus approval and that such approval is in the interest of the Company;
- 6.9 The omnibus approval shall specify:
- The name/s of the related party, nature of transaction, period of transaction, maximum amount of transaction that can be entered into, or
 - the indicative base price / current contracted price or the formula for variation in the price, if any; and
 - such other conditions as the Audit Committee may deem fit.

Provided that where the need for RPT cannot be foreseen and aforesaid details are not available, Audit committee may grant omnibus approval for such transactions subject to their value not exceeding Rs. 1,00,00,000 (Rupees one Crore) per transaction or such higher threshold as may be prescribed in future.

- 6.10 The Audit Committee shall review at least on a quarterly basis, the details of RPTs entered into by the Company or its subsidiary pursuant to each of the omnibus approval given.
- 6.11 The omnibus approval shall be valid for a period not exceeding one (1) financial year and shall require fresh approval after the expiry of such financial year.
- 6.12 The current threshold limits for approval of RPTs by Audit Committee or the Board or shareholders in General Meeting, as applicable, have been set-out in Annexure III hereto. Such limits shall stand automatically modified/ amended as and when such limits are amended under the Act and shall accordingly be deemed to be incorporated in this Policy by reference.
- 6.13 Nothing in this Policy shall override any provisions of law made in respect of any matter stated in this Policy, in case any difficulty or doubt arises in the interpretation of this Policy, the decision of the Chairman of the Audit Committee shall be final.

7. RATIFICATION OF RELATED PARTY TRANSACTIONS

The members of the audit committee, who are independent directors, may ratify related party transactions within three months from the date of the transaction or in the immediate next meeting of the audit committee, whichever is earlier, subject to the following conditions:

- i. the value of the ratified transaction(s) with a related party, whether entered into individually or taken together, during a financial year shall not exceed rupees one crore;
- ii. the transaction is not material in terms of regulation 23(1) of Listing regulations;
- iii. rationale for inability to seek prior approval for the transaction shall be placed before the audit committee at the time of seeking ratification;
- iv. the details of ratification shall be disclosed along with the disclosures of related party transactions in terms of the provisions of regulation 23(9) of Listing regulations;
- v. any other condition as specified by the Audit Committee:

Provided that failure to seek ratification of the Audit Committee shall render the transaction voidable at the option of the Audit Committee and if the transaction is with a related party to any director, or is authorised by any other director, the director(s) concerned shall indemnify the Company against any loss incurred by it.

8. APPLICATION OF INDUSTRY STANDARD

8.1 Except in case of (a) exempted RPTs under Regulation 23(5) of SEBI LODR mentioned in para 13 hereunder; (b) Quarterly review of RPTs and (c) RPTs not exceeding Rupees One Crore, the agenda of the Audit Committee/ Board meeting shall *inter-alia* contain the details in the format as specified in the **Annexure –2** along with Certificate from Managing Director (MD), Chief Executive Officer (CEO) and Chief Financial Officer (CFO) of the Company confirming that the terms of RPT proposed to be entered into are in the interest of the Company.

8.2 However, for RPT whether individually or taken together with previous transaction(s) during a financial year (including transaction(s) which are approved by way of ratification), do not exceed 1% of annual consolidated turnover of the listed entity as per the last audited financial statements of the listed entity or Rs. 10 Crore (Rupees Ten Crore), whichever is lower, the agenda of Audit Committee/ Board meeting shall contain the following:

- a. Type, material terms and particulars of the proposed transaction;
- b. Name of the related party and its relationship with the listed entity or its subsidiary, including nature of its concern or interest (financial or otherwise);
- c. Tenure of the proposed transaction (particular tenure shall be specified);
- d. Value of the proposed transaction;
- e. The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a RPT involving a subsidiary, such percentage calculated on the basis of the subsidiary's

- annual turnover on a standalone basis shall be additionally provided);
- f. If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:
 - i. details of the source of funds in connection with the proposed transaction;
 - ii. where any financial indebtedness is incurred to make or give loans, intercorporate deposits, advances or investments,
 - nature of indebtedness;
 - cost of funds; and
 - tenure;
 - iii. applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of security; and
 - iv. the purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the RPT.
 - g. Justification as to why the RPT is in the interest of the listed entity;
 - h. A copy of the valuation or other external party report, if any such report has been relied upon;
 - i. Percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed RPT on a voluntary basis;
 - j. Any other information that may be relevant.
- 8.3 While approving/ ratifying/ recommending a Related Party Transaction, Audit Committee/ Board should review and consider the following, in accordance with the standards set forth in this Policy:
- (a) the Related Party's interest in the transaction;
 - (b) whether the transaction was undertaken in the ordinary course of business of the Company;
 - (c) whether the transaction with the Related Party is on at arms' length basis
 - (d) the purpose of, and the potential benefits to the Company from the transaction;
 - (e) Whether there are any compelling business reasons for the Company to enter into the transaction;
 - (f) Whether the transaction includes any potential reputational risk issues that may arise as a result of or in connection with the transaction;
 - (g) Whether the transaction would impair the independence of an otherwise Independent Director or Nominee Director;
 - (h) any other information regarding the transaction or the Related Party in the context of the proposed transaction that would be material to the Audit Committee, Board, or Shareholders, as applicable, in light of the circumstances of the particular transaction.
- 8.4 The Audit Committee and Board of Directors, while providing information to the shareholders regarding any material RPT, can approve redaction of commercial secrets and such other information that would affect competitive position of the Company and affirm that, in its assessment, the redacted disclosures still provides all the necessary information to the public shareholders for informed decision-making;
- 8.5 The explanatory statement contained in the notice sent to the shareholders seeking approval for any material RPT shall, in addition to the requirements under the Companies Act, 2013, include the following information, so as to enable the shareholders to take a view whether the terms and

conditions of the RPT are favorable to the Company:

- a. Information as placed before the Audit Committee in the format as specified in the **Annexure-2**, to the extent applicable.
- b. Justification as to why the proposed transaction is in the interest of the Company, basis of determination of price and other material terms and conditions of RPT;
- c. Confirmation that the Audit Committee had reviewed the certificate provided by the Chairman, MD, CEO and CFO of the Company as required under the RPT Industry Standards;
- d. Confirmation that the material RPT or any material modification thereto, has been recommended by the Audit Committee and the Board of Directors to the shareholders for approval;
- e. Web-link and QR Code, through which shareholders can access the valuation report or other reports of external party, if any, considered by the Audit Committee while approving the RPT;
- f. Confirmation that the redacted disclosures, as approved by the Audit Committee and Board of Directors, still provides all the necessary information to the public shareholders for informed decision-making.
- g. any other information that may be relevant.
- h. However, for RPT whether individually or taken together with previous transaction(s) during a financial year (including transaction(s) which are approved by way of ratification), do not exceed 1% of annual consolidated turnover of the listed entity as per the last audited financial statements of the listed entity or Rs. 10 Crore (Rupees Ten Crore), whichever is lower, the agenda of Audit Committee/ Board meeting shall contain the following:
 - a) A summary of the information provided by the management of the listed entity to the audit committee as specified in paragraph 8.2 above;
 - b) Justification for why the proposed transaction is in the interest of the listed entity;
 - c) Where the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary, the details specified under para 8.2 (f) above;
 - d) A statement that the valuation or other external report, if any, relied upon by the listed entity in relation to the proposed transaction will be made available through the registered email address of the shareholders;
 - e) Percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed RPT, on a voluntary basis;
 - f) Any other information that may be relevant.

9. APPROVAL BY CIRCULAR RESOLUTION OF THE COMMITTEE

In the event the Company Management determines that it is impractical or undesirable to wait until a meeting of the Committee to enter into a Related Party Transaction, such transaction may be approved by the Committee by way of circular resolution in accordance with this Policy and statutory provisions for the time being in force. Any such approval must be ratified by the Committee at its next scheduled meeting.

10. APPROVAL BY THE BOARD

- 10.1 If the Committee determines that a Related Party Transaction should be brought before the Board, or if the Board in any case elects to review any such matter or it is mandatory under any law for Board to approve the Related Party Transaction, then the Board shall consider and approve the Related Party Transaction at a meeting and the considerations set forth above shall apply to the Board's review and approval of the matter, with such modification as may be necessary or appropriate under the circumstances.

11. APPROVAL OF MATERIAL RELATED PARTY TRANSACTIONS

- 11.1 All Material Related Party Transactions and subsequent material modifications as defined by the audit committee shall require prior approval of the shareholders through resolution and no Related Parties shall vote to approve such resolutions whether the entity is a party to the particular transaction or not.

12. CONSIDERATION BY THE COMMITTEE IN APPROVING THE PROPOSED TRANSACTIONS

- 12.1 While considering any transaction, the Committee shall take into account all relevant facts and circumstances including the terms of the transaction, the business purpose of the transaction, the benefits to the Company and to the Related Party, and any other relevant matters.
- 12.2 Prior to the approval, the Committee shall, inter-alia, consider the following factors to the extent relevant to the transaction:
- A. Whether the terms of the Related Party Transaction are in the ordinary course of the Company's business and are on an arm's length basis;
 - B. The business reasons for the Company to enter into the Related Party Transaction and the nature of alternative transactions, if any;
 - C. Whether the Related Party Transaction includes any potential reputational risks that may arise as a result of or in connection with the proposed Transaction; and

- D. Whether the Related Party Transaction would affect the independence or present a conflict of interest for any Director or Key Managerial Personnel of the Company, taking into account the size of the transaction, the overall financial position of the Director, Key Managerial Personnel or other Related Party, the direct or indirect nature of the Director's interest, Key Managerial Personnel's or other Related Party's interest in the transaction and the ongoing nature of any proposed relationship and any other factors the Committee deems relevant.

- 12.3 While considering the arm's length nature of the transaction, the Committee shall take into account the facts and circumstances as were applicable at the time of entering into the transaction with the Related Party. The Committee shall take into consideration that subsequent events (i.e., events after the initial transactions have commenced) like evolving business strategies / short term commercial decisions to improve / sustain market share, changing market dynamics, local competitive scenario, economic / regulatory conditions affecting the global / domestic industry, may impact profitability but may not have a bearing on the otherwise arm's length nature of the transaction.

13. TRANSACTIONS WHICH DO NOT REQUIRE APPROVAL

- 13.1 Notwithstanding the foregoing, the following Related Party Transactions shall not require approval of Audit Committee:
 - A. Any transaction involving the providing of compensation to a director or Key Managerial Personnel in connection with his duties to the Company including the reimbursement of reasonable business and travel expenses incurred in the ordinary course of business.
 - B. Any transaction in which the Related Party's interest arises solely from ownership of securities issued by the Company and all holders of such securities receive the same benefits pro rata as the Related Party.
 - C. Remuneration and sitting fees paid by the Company or its subsidiary to its director, key managerial personnel or senior management, except who is part of promoter or promoter group, shall not require approval of the audit committee provided that the same is not material in terms of the provisions of sub-regulation (1) of this regulation

14. TRANSACTIONS NOT IN THE ORDINARY COURSE OF BUSINESS OR NOT AT ARM'S LENGTH

- 14.1 All Related Party Transactions in excess of the limits prescribed under the Companies Act, 2013, which are not in the Ordinary Course of Business or not at Arms' Length shall also require the prior approval of the shareholders through resolution and the Related Parties shall not vote to approve the relevant transaction irrespective of whether the entity is a party to the particular transaction or not.

15. RELATED PARTY TRANSACTIONS NOT PREVIOUSLY APPROVED

- 15.1 In the event the Company becomes aware of a Related Party Transaction that has not been approved or ratified under this Policy, the transaction shall be placed as promptly as practicable before the Committee or Board or the Shareholders as may be required in accordance with this Policy for review and ratification.
- 15.2 The Committee or the Board or the Shareholders shall consider all relevant facts and circumstances respecting such transaction and shall evaluate all options available to the Company, including but not limited to ratification, revision, or termination of such transaction, and the Company shall take such action as the Committee may deem appropriate under the circumstances.

16. DISCLOSURE AND REPORTING OF RELATED PARTY TRANSACTIONS

- 16.1 Every Related Party Transaction entered into by the Company shall be referred to in the Board's report to the shareholders along with justification for entering into such transaction. The Chief Financial Officer shall be, responsible for such disclosure. The Company Secretary / Compliance Officer shall also make necessary entries in the Register of Contracts required to be maintained under the Companies Act, 2013.
- 16.2 The Company shall submit to the stock exchanges disclosures of related party transactions every six months on the date of publication of its standalone and consolidated financial results, in the format as specified by the Board from time to time and publish the same on its website.
- 16.3 Director's report shall contain details of Related Party Transactions as required under the Act and Regulation 23 of the SEBI Listing Regulations.

17. LIMITATION

- 17.1 In the event of any conflict between the provisions of this Policy and of the Listing Regulations /Companies Act, 2013 or any other statutory enactments, rules, the provisions of such Listing Regulations / Companies Act, 2013 or statutory enactments, rules shall prevail over this Policy.

18. DISSEMINATION OF POLICY

- 18.1 Either this Policy or the important provisions of this policy shall be disseminated to all functional and operational employees and other concerned persons of the Company and shall be hosted on the intranet and website of the Company and web link thereto shall be provided in the annual report of the Company.

19. EFFECTIVE DATE

The policy was approved by the Board of directors at their meeting held on November 20, 2021.

Amended: (The Board of Directors of the company at its meeting held on January 28, 2025 and November 10, 2025 had amended the policy.)

20. REVIEW OF POLICY

The Board of Directors of the Company shall review and update the Policy once in every three years or within such period as mandated by any regulatory amendments. This policy is being formulated keeping in mind the applicable laws, rules, regulations and standards in India. If there is an amendment in such laws, rules, regulations and standards, then this Policy shall be deemed to have been amended to the extent of such amendment. Also, if due to subsequent amendment in the laws, this Policy or any part hereof becomes inconsistent with the law, the provisions of law shall prevail and this Policy shall be deemed to be amended to that extent.

ANNEXURE 1

NOTICE OF INTEREST BY DIRECTOR / KEY MANAGERIAL PERSONNEL

To,
The Company Secretary/Compliance Officer
[•]
Address

Dear Sir,

- A. I,, son/ daughter/ spouse of, resident of, holding Shares (equity or preference) of Rs. 10/- each (..... percent of the paid- up capital) in the Company in my name, being a in the Company, hereby give notice that I am interested directly/through my Relatives (Schedule) in the following company or companies, body corporate, firms or other association of individuals:

Sr. No.	Name of the Companies/Bodies Corporate/Firms/ Association of Individuals	Nature of Interest or concern / Change in Interest or Concern	Shareholding (No. & %)	Date on which Interest or Concern arose/changed

- B. The Following are the Bodies Corporate whose Board of Directors, Managing Director or Manager is accustomed to act in accordance with any advice, directions or instructions:

Sr. No.	Name of the Body Corporate

- C. I am accustomed to act on the advice, directions or instructions of the following persons (other than advice, directions or instructions obtained in professional capacity):

Sr. No.	Name of person	Relation

- D. List of relatives

Relationship	Full Name	Address	Shareholding in the Company
1. Spouse			
2. Father (including Step-Father)			
3. Son (including Step-son)			
4. Daughter			
5. Daughter's Husband			
6. Brother (Including Step-Brother)			
7. Sister (Including Step-Sister)			
8. Mother (including Step-Mother)			
9. Son's Wife			
10. Members of HUF			

Signature :

Name :

Designation:

Place:

Date:

PART A

Minimum information of the proposed RPT, applicable to all RPTs

Note: This part requires disclosure in sub-para(s) (A1 to A5) under the following headings in case of all

Related Party Transaction(s):

- A(1): Basic details of the related party
A(2): Relationship and ownership of the related party
A(3): Details of previous transactions with the related
A(4): Amount of the proposed transaction(s)
A(5): Basic details of the proposed transaction

A(1) Basic details of the related party

S. No.	Particulars of the information	Information provided by the management
1.	Name of the related party	
2.	Country of incorporation of the related party	
3.	Nature of business of the related party	

A(2).Relationship and ownership of the related party

S. No.	Particulars of the information	Information provided by the management
1.	Relationship between the listed entity/subsidiary (in case of transaction involving the subsidiary) and the related party – including nature of its concern (financial or otherwise) and the following: - Shareholding of the listed entity/ subsidiary (in case of transaction involving the subsidiary), whether direct or indirect, in the related party. - Where the related party is a partnership firm or a sole proprietorship concern or a body corporate without share capital, then capital contribution, if any, made by the listed entity/ subsidiary (in case of transaction involving the subsidiary). - Shareholding of the related party, whether direct or indirect, in the listed entity/ subsidiary (in case of transaction involving the subsidiary). Explanation: Indirect shareholding shall mean shareholding held through any person, over which the listed entity/Subsidiary/ related party has control. While calculating indirect shareholding, shareholding held by relatives shall also be considered.	

A(3) Details of previous transactions with the related party

S. No.	Particulars of the information	Information provided by the management									
1.	Total amount of all the transactions undertaken by the listed entity or subsidiary with the related party during the last financial year. <table border="1"> <thead> <tr> <th>S. No.</th><th>Nature of Transactions</th><th>FY 20xx-20xx (INR)</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td></tr> </tbody> </table> <i>Explanation: Details need to be disclosed separately for listed entity and its subsidiary.</i>	S. No.	Nature of Transactions	FY 20xx-20xx (INR)							
S. No.	Nature of Transactions	FY 20xx-20xx (INR)									
2.	Total amount of all the transactions undertaken by the listed entity or subsidiary with the related party in the current financial year up to the quarter immediately preceding the quarter in which the approval is sought.										
3.	Any default, if any, made by a related party concerning any obligation undertaken by it under a transaction or arrangement entered into with the listed entity or its subsidiary during the last financial year.										

A(4) Amount of the proposed transaction(s)

S. No.	Particulars of the information	Information provided by the management
1.	Amount of the proposed transactions being placed for approval in the meeting of the Audit Committee/ shareholders.	
2.	Whether the proposed transactions taken together with the transactions undertaken with the related party during the current financial year would render the proposed transaction a material RPT?	Yes or No?
3.	Value of the proposed transactions as a percentage of the listed entity's annual consolidated turnover for the immediately preceding financial year	%
4.	Value of the proposed transactions as a percentage of subsidiary's annual standalone turnover for the immediately preceding financial year (in case of a transaction involving the subsidiary and where the listed entity is not a party to the transaction)	%
5.	Value of the proposed transactions as a percentage of the related party's annual consolidated turnover (if consolidated turnover is not available, calculation to be made on standalone turnover of related party) for the immediately preceding financial year, if available.	%

6.	Financial performance of the related party for the immediately preceding financial year:		
	Particulars	FY 20xx-20xx (INR)	
	Turnover		
	Profit After Tax		
	Net worth		
Explanations: The above information is to be given on standalone basis. If standalone is not available, provide on consolidated basis.			

A(5) Basic details of the proposed transaction

S. No.	Particulars of the information	Information provided by the management
1.	Specific type of the proposed transaction (e.g. sale of goods/services, purchase of goods/services, giving loan, borrowing etc.)	
2.	Details of each type of the proposed transaction	
3.	Tenure of the proposed transaction (tenure in number of years or months to be specified)	
4.	Whether omnibus approval is being sought?	Yes or No
5.	Value of the proposed transaction during a financial year. If the proposed transaction will be executed over more than one financial year, provide estimated break-up financial year-wise.	
6.	Justification as to why the RPTs proposed to be entered into are in the interest of the listed entity	
7.	Details of the promoter(s)/ director(s) / key managerial personnel of the listed entity who have interest in the transaction, whether directly or indirectly. <i>Explanation:</i> Indirect interest shall mean interest held through any person over which an individual has control.	
	a. Name of the director / KMP	
	b. Shareholding of the director / KMP, whether direct or indirect, in the related party	
8.	A copy of the valuation or other external party report, if any, shall be placed before the Audit Committee.	
9.	Other information relevant for decision making.	

PART B

Information to be provided *only* if a specific type of RPT as mentioned below is proposed to be undertaken and is in addition to Part A.

- B(1): Sale, purchase or supply of goods or services or any other similar business transaction and trade advances
- B(2): Loans and advances (other than trade advances) or inter-corporate deposits given by the listed entity or its subsidiary
- B(3): Investment made by the listed entity or its subsidiary
- B(4): Guarantee (including performance guarantee in nature of security/contractual commitment or which could have an impact in monetary terms on the issuer of such guarantee), surety, indemnity or comfort letter, by whatever name called, made or given by the listed entity or its subsidiary.
- B(5): Borrowings by the listed entity or its subsidiary
- B(6): Sale, lease or disposal of assets of subsidiary or of unit, division or undertaking of the listed entity or disposal of shares of subsidiary or associate.
- B(7): Transactions relating to payment of royalty

B(1) Disclosure *only* in case of transactions relating to sale, purchase or supply of goods or services or any other similar business transaction and trade advances

S. No.	Particulars of the information	Information provided by the management
1.	Bidding or other process, if any, applied for choosing a party for sale, purchase or supply of goods or services.	
2.	Basis of determination of price.	
3.	In case of Trade advance (<i>of upto 365 days or such period for which such advances are extended as per normal trade practice</i>) , if any, proposed to be extended to the related party in relation to the transaction, specify the following:	
	a. Amount of Trade advance	
	b. Tenure	
	c. Whether same is self-liquidating?	

B(2) Disclosure only in case of transactions relating to loans and advances (other than trade advances) or inter-corporate deposits given by the listed entity or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1.	Source of funds in connection with the proposed transaction. <i>Note: This item of disclosure is not applicable to listed banks/ NBFCs/insurance companies/housing finance companies.</i>	
2.	Where any financial indebtedness is incurred to give loan, inter-corporate deposit or advance, specify the following: <i>Note: This item of disclosure is not applicable to listed banks/ NBFCs/insurance companies/ housing finance companies.</i>	
	a. Nature of indebtedness	
	b. Total cost of borrowing	
	c. Tenure	
	d. Other details	
3.	Rate of interest at which the listed entity or its subsidiary is borrowing from its bankers/ other lenders. <i>Note:</i> <i>(1) This item of disclosure is not applicable to listed banks/ NBFCs/insurance companies/ housing finance companies.</i> <i>(2) Disclosure shall be made of borrowings undertaken by the listed entity with a comparable maturity profile to the loan/ICD being granted by the listed entity.</i>	
4.	Proposed interest rate to be charged by listed entity or its subsidiary from the related party.	
5.	Maturity / due date	
6.	Repayment schedule & terms	
7.	Whether secured or unsecured?	
8.	If secured, the nature of security & security coverage ratio	
9.	The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the transaction.	

B(3) Disclosure only in case of transactions relating to investment made by the listed entity or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1.	Source of funds in connection with the proposed transaction. <i>Note: This item of disclosure is not applicable to listed banks/ NBFCs/insurance companies/ housing finance companies.</i>	
2.	Where any financial indebtedness is incurred to make investment, specify the following: <i>Note: This item of disclosure is not applicable to listed banks/ NBFCs /insurance companies/housing finance companies.</i>	
	a. Nature of indebtedness	
	b. Total cost of borrowing	
	c. Tenure	
	d. Other details	
3.	Purpose for which funds shall be utilized by the investee company.	
4.	Material terms of the proposed transaction	

B (4)Disclosure only in case of guarantee (including performance guarantee in nature of security/contractual commitment or which could have an impact in monetary terms on the issuer of such guarantee), surety, indemnity or comfort letter, by whatever name called, made or given by the listed entity or its subsidiary.

S. No.	Particulars of the information	Information provided by the management
1.	(a) Rationale for giving guarantee, surety, indemnity or comfort letter	
	(b) Whether it will create a legally binding obligation on listed entity?	Yes or No
2.	Material covenants of the proposed transaction including: (i) commission, if any to be received by the listed entity or its subsidiary; (ii) contractual provisions on how the listed entity or its subsidiary will recover the monies in case such guarantee, surety, indemnity or comfort letter is invoked.	

3.	The value of obligations undertaken by the listed entity or any of its subsidiary, for which a guarantee, surety, indemnity or comfort letter has been provided by the listed entity or its subsidiary. Additionally, any provisions required to be made in the books of account of the listed entity or any of its subsidiary shall also be specified.	
----	---	--

B (5) Disclosure only in case of transactions relating to borrowings by the listed entity or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1.	Material covenants of the proposed transaction	
2.	Interest rate (<i>in terms of numerical value or base rate and applicable spread</i>)	
3.	Cost of borrowing <i>Note: This shall include all costs associated with the borrowing</i>	
4.	Maturity / due date	
5.	Repayment schedule & terms	
6.	Whether secured or unsecured	
7.	If secured, the nature of security & security coverage ratio	
8.	The purpose for which the funds will be utilized by the listed entity / subsidiary	

B (6) Disclosure only in case of transactions relating to sale, lease or disposal of assets of subsidiary or of unit, division or undertaking of the listed entity or disposal of shares of subsidiary or associate

S. No.	Particulars of the information	Information provided by the management
1.	Bidding or other process, if any, applied for choosing a party for sale, lease or disposal of assets of subsidiary or of unit, division or undertaking of the listed entity.	
2.	Basis of determination of price.	
3.	Reasons for sale, lease or disposal of assets of subsidiary or of unit, division or undertaking of the listed entity or disposal of shares of subsidiary or associate.	

4.	Financial track record of the subsidiary / undertaking that is being sold (in case of sale of undertaking, segment level data to be provided) during the last three financial years:			
		FY 20xx-20xx (INR)	FY 20xx-20xx (INR)	FY 20xx-20xx (INR)
	Turnover			
	Net worth			
5.	Net Profit			
	Expected financial impact on the consolidated turnover, net worth and net profits of the listed entity or its subsidiary due to sale of the subsidiary / undertaking.			
	a. Expected impact on turnover			
	b. Expected impact on net worth			
	c. Expected impact on net profits			

B (7) Disclosure only in case of transactions relating to payment of royalty

S. No.	Particulars of the information	Information provided by the management
1.	Purpose for which royalty is proposed to be paid to the related party in the current financial year.	
	<i>Note: For companies with a composite license agreement that includes a bundle of intellectual property rights (IPRs) such as brands, patents, technology and know-how, state the key components of such agreements and the reasons royalty attributable to those key components could not be furnished separately.</i>	
	a. For use of brand name / trademark	<i>As a % of total royalty proposed to be paid</i>
	b. For transfer of technology know-how	<i>As a % of total royalty proposed to be paid</i>
	c. For professional fee, corporate management fee or any other fee	<i>As a % of total royalty proposed to be paid</i>
	d. Any other use (specify)	<i>As a % of total royalty proposed to be paid</i>

C(1) Disclosure only in case of transactions relating to any loans and advances (other than trade advances), inter-corporate deposits given by the listed entity or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1.	Latest credit rating of the related party <i>Note: Standalone rating to be provided while option to provide structured obligation rating (SO rating) and credit enhancement rating (CE rating), if any</i>	
2.	Default on borrowings, if any, over the last three financial years, by the related party from the listed entity or any other person and value of subsisting default. <i>Note: This information may be provided to the extent it is available in the public domain or as may be provided by the related party upon request.</i> In addition, state the following: a) Whether the account of the related party has been classified as a non-performing asset (NPA) by any of its bankers and whether such status is currently subsisting; b) Whether the related party has been declared a “wilful defaulter” by any of its bankers and whether such status is currently subsisting; c) Whether the related party is undergoing or facing any application for commencement of an insolvency resolution process or liquidation; d) Whether the related party, not being an MSME, suffers from any of the disqualifications specified under Section 29A of the Insolvency and Bankruptcy Code, 2016. <i>Note: Past defaults that are no longer subsisting and have been cured or regularized need not be disclosed.</i>	
	FY 20xx-20xx	
	FY 20xx-20xx	
	FY 20xx-20xx	

C(2) Disclosure only in case of transactions relating to any investment made by the listed entity or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1.	Latest credit rating of the related party <i>Note:</i> a. <i>Standalone rating to be provided while option to provide structured obligation rating (SO rating) and credit enhancement rating (CE rating), if any.</i> b. <i>This shall be applicable in case of investment in debt securities.</i>	
2.	Whether any regulatory approval is required. If yes, whether the same has been obtained.	

C(3) Disclosure only in case of transactions relating to any guarantee (including performance guarantee in nature of security/contractual commitment or which could have an impact in monetary terms on the issuer of such guarantee), surety, indemnity or comfort letter, by whatever name called, made or given by the listed entity or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1.	If guarantee, performance guarantee (in nature of security/contractual commitment or which could have an impact in monetary terms on the issuer of such guarantee), surety, indemnity or comfort letter is given in connection with the borrowing by a related party, provide latest credit rating of the related party <i>Note:</i> a. <i>Standalone rating to be provided while option to provide structured obligation rating (SO rating) and credit enhancement rating (CE rating), if any.</i> b. <i>This information may be provided to the extent it is available in the public domain or as may be provided by the related party upon request.</i>	
2.	Details of solvency status and going concern status of the related party during the last three financial years:	
	FY 20xx-20xx	
	FY 20xx-20xx	
	FY 20xx-20xx	

3.	The value of obligations undertaken by the listed entity or any of its subsidiary, for which a guarantee, performance guarantee (in nature of security/contractual commitment or which could have an impact in monetary terms on the issuer of such guarantee) surety, indemnity or comfort letter has been provided by the listed entity or its subsidiary. Additionally, any provisions required to be made in the books of account of the listed entity or any of its subsidiary shall also be specified.	
4.	Default on borrowings, if any, over the last three financial years, by the related party from the listed entity or any other person. <i>Note: This information may be provided to the extent it is available in the public domain or as may be provided by the related party upon request.</i>	
	In addition, state the following: a) Whether the account of the related party has been classified as a non-performing asset (NPA) by any of its bankers and whether such status is currently subsisting; b) Whether the related party has been declared a “wilful defaulter” by any of its bankers and whether such status is currently subsisting; c) Whether the related party is undergoing or facing any application for commencement of an insolvency resolution process or liquidation; d) Whether the related party, not being an MSME, suffers from any of the disqualifications specified under Section 29A of the Insolvency and Bankruptcy Code, 2016. <i>Note: Past defaults that are no longer subsisting and have been cured or regularized need not be disclosed.</i>	
	FY 20xx-20xx FY 20xx-20xx FY 20xx-20xx	

C(4) Disclosure only in case of transactions relating to borrowings by the listed entity or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1.	Debt to Equity Ratio of the listed entity or its subsidiary based on last audited financial statements	
	<i>Note: This shall not be applicable to listed banks/NBFC/insurance companies/housing finance companies.</i>	
	a. Before transaction	
	b. After transaction	
2.	Debt Service Coverage Ratio of the listed entity or its subsidiary based on last audited financial statements	
	<i>Note: This shall not be applicable to listed banks/NBFC/insurance companies/ housing finance companies.</i>	
	a. Before transaction	
	b. After transaction	

C(5) Disclosure only in case of transactions relating to sale, lease or disposal of assets of subsidiary or of unit, division or undertaking of the listed entity or disposal of shares of subsidiary or associate

S. No.	Particulars of the information	Information provided by the management
1.	Details of earlier sale, lease or disposal of assets of the same subsidiary or of the unit, division or undertaking of the listed entity or disposal of shares of the same subsidiary or associate to any related party during the preceding twelve months.	
2.	Whether the transaction would result in issue of securities or consideration in kind to a related party? If yes, please share the relevant details.	
3.	Would the transaction result in eliminating a segment reporting by the listed entity or any of its subsidiary?	
4.	Does it involve transfer of key intangible assets or key customers which are critical for continued business of the listed entity or any of its subsidiary?	
5.	Are there any other major non-financial reasons for going ahead with the proposed transaction?	

C(6) Disclosure only in case of transactions relating to payment of royalty

S. No.	Particulars of the information	Information provided by the management
1.	Gross amount of royalty paid by the listed entity or subsidiary to the related party during each of the last three financial years	
	<i>FY 20xx-20xx</i>	<i>Amount of royalty</i>
	<i>FY 20xx-20xx</i>	<i>Amount of royalty</i>
	<i>FY 20xx-20xx</i>	<i>Amount of royalty</i>
2.	Purpose for which royalty was paid to the related party during the last three financial years. <i>Explanation: For companies with a composite license agreement that includes a bundle of intellectual property rights (IPRs) such as brands, patents, technology and know-how, state the key components of such agreements and the reasons royalty attributable to those key components could not be furnished separately.</i>	
	a. For use of brand name / trademark	<i>As a % of aggregate amount of royalty for the last 3 FYs</i>
	b. For transfer of technology know-how	<i>As a % of aggregate amount of royalty for the last 3 FYs</i>
	c. For professional fee, corporate management fee or any other fee	<i>As a % of aggregate amount of royalty for the last 3 FYs</i>
	d. Any other use (specify)	<i>As a % of aggregate amount of royalty for the last 3 FYs</i>
3.	Royalty paid in last 3 FYs as % of Net Profits of previous FYs	
	<i>FY 20xx-20xx</i>	<i>%</i>
	<i>FY 20xx-20xx</i>	<i>%</i>
	<i>FY 20xx-20xx</i>	<i>%</i>
4.	Percentage or Rate at which royalty has increased in the past 3 years, if any, vis-à-vis rate at which the turnover and profits after tax have increased during the same period.	<i>%</i>

5.

Peer Comparison:

Listed entity or its subsidiary paying royalty for any purpose shall also disclose whether any relevant Industry Peer pays royalties for the same purpose, which is disclosed in its audited annual financial statements for the relevant period:

	Listed Entity / Subsidiary	Peer 1	Peer 2	Peer 3
Royalty payment over last 3 years	Aggregate amount	Aggregate amount	Aggregate amount	Aggregate amount
Royalty paid as a % of net profits over the last 3 years	%	%	%	%
Annual growth rate of Turnover over last 3 years	%	%	%	%

Explanation: In the case of the payment of, the criteria for comparison with Industry Peers shall be as follows:

a.

The Listed Entity will compare the royalty payment with a minimum of three suitable and relevant Industry Peers (i.e. apple to apple comparable Industry Peers), where feasible.

b.

In cases where fewer than three Industry Peers are available, the listed entity will disclose, that only one or two peers are available for comparison.

c.

If the listed entity is part of any sectoral index, the listed entity is to consider the other constituents of such sectoral index for the purpose of peer comparison which are in similar line of business.

d.

In case there are no Industry Peers, the Listed Entity shall state that no Industry Peers are available for comparison.

ANNEXURE 3

The related party transactions that exceed the threshold limits as provided below shall require approval of the shareholders		
SN	Specified transactions	Threshold
1	Sale, purchase, or supply of any goods or material, directly or through the appointment of an agent	Amounting to 10% or more of the turnover of the Company
2	Selling or otherwise disposing of or buying a property of any kind, directly or through the appointment of an agent,	Amounting to 10% or more of the net worth of the Company
3	Leasing of property of any kind	Amounting to 10% or more of the turnover of the Company
4	Availing or rendering of any services, directly or through the appointment of an agent,	Amounting to 10% or more of the turnover of the Company
5	Appointment to any office or place of profit in the company, its subsidiary company, or associate company	Exceeding Rs. 2,50,000/- per month
6	Remuneration for underwriting the subscription of any securities or derivatives thereof	Exceeding 1% of the net worth of the Company

Note 1: here any office or place of profit means: a. where such office or place is held by a director, if the director holding it receives from the company anything by way of remuneration over and above the remuneration to which he is entitled as director, by way of salary, fee, commission, perquisites, any rent-free accommodation, or otherwise; b. where such office or place is held by an individual other than a director or by any firm, private company or other body corporate, if the individual, firm, private company or body corporate holding it receives from the company anything by way of remuneration, salary, fee, commission, perquisites, any rent-free accommodation, or otherwise.

Note 2: Any Related Party Transaction which are in ordinary course of business and/or on arm's length, any approvals from board or shareholders, as the case may be, shall be exempt.

Note 3: The thresholds as provided above, shall stand amended pursuant to any subsequent modifications in applicable laws.

Note 4: Arm's Length transaction shall mean a transaction between two related parties that is conducted as if they were unrelated, so that there is no conflict of interest.

Explanation: Limits specified in point 1 to 4 above shall apply for transaction or transactions to be entered into either individually or taken together with the previous transactions during a financial year. Annual turnover and Net Worth referred above is computed as per audited financial statement of the preceding financial year.

----- END -----