

**POLICY ON MATERIALITY OF RELATED PARTY TRANSACTIONS AND ON
DEALINGS WITH RELATED PARTY TRANSACTIONS**

I. Objective:

The objective of this Policy is to regulate transactions between the Company and its Related Parties based on the laws and regulations applicable to the Company in this regard and to ensure proper approval and reporting of transactions between the Company and its Related Parties.

II. Regulatory Framework:

The Companies Act, 2013 together with the Rules notified thereunder and Regulation 23 of the Listing Regulations (together referred to as “the applicable laws”), provide a framework for regulating transactions with Related Parties.

This policy is framed as per the requirements of the applicable laws and shall operate within the boundaries set by the laws.

III. Definitions:

- i. **“The Act”** means the Companies Act, 2013, together with the Rules notified thereunder including any statutory modifications or re-enactments thereof for the time being in force (hereinafter referred to as “Act”).
- ii. **“Regulations”** means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 including any statutory modifications or re-enactments thereof for the time being in force (hereinafter referred to as “Listing Regulations”).
- iii. **“Accounting Standards”** means the standards of accounting or any addendum thereto for companies or class of companies referred to in Section 133 of the Act.
- iv. **“Associate Company”** in relation to another company, means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company.
- v. **“Policy”** means Policy on Related Party Transactions.
- vi. **“Board”** means Board of Directors of the Company.
- vii. **“Audit Committee” or “Committee”** means the Audit Committee constituted by the Board of Directors of the Company in accordance with the applicable laws, including the Listing Regulations, as amended from time to time.
- viii. **“Key Managerial Personnel” or “KMP”** means:
 - (i) The Chief Executive Officer (CEO) or the Managing Director or the Manager as defined under the Act;
 - (ii) The Company Secretary;

- (iii) The Whole- time director;
- (iv) The Chief Financial Officer (CFO);
- (v) 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
- (vi) such other officer as may be prescribed.

ix. **“Related Party”**

As per the Companies Act, 2013

“Related Party”, with reference to a company, means-

- (i) A director or his relative;
- (ii) A key managerial personnel or his relative;
- (iii) A firm, in which a director, manager or his relative is a partner;
- (iv) A private company in which a director or manager or his relative is a member or director;
- (v) A public company in which a director or manager and holds is a director or holds along with his relatives, more than two per cent. Of its paid-up share capital;
- (vi) A body corporate whose board of directors, managing director or manager is accustomed to act in accordance with the advice, directions or instructions of a director or manager;
- (vii) Any person on whose advice, directions or instructions a director or manager is accustomed to act:
Provided that nothing in sub-clauses (vi) and (vii) shall apply to the advice, directions or instructions given in a professional capacity;
- (viii) Any company which is -
 - (A) a holding, subsidiary or an associate company of such company; or
 - (B) a subsidiary of a holding company to which it is also a subsidiary;
 - (C) an investing company or the venturer of the company;Explanation - For the purpose of this clause, “the investing company or the venturer of a company” means a body corporate whose investment in the company would result in the company becoming an associate company of the body corporate.
- (ix) A director other than an independent director or key managerial personnel of the holding company or his relative shall be deemed to be a Related Party.

“Relative” as defined under the Companies Act, 2013, with reference to any person, means anyone who is related to another, if-

- (i) They are members of a Hindu undivided family;
- (ii) They are husband and wife; or
- (iii) One person is related to another in the following manner, namely:
 - a. Father (including step-father)
 - b. Mother (including step-mother)
 - c. Son (including step-son)
 - d. Son’s wife
 - e. Daughter
 - f. Daughter’s husband
 - g. Brother (including step-brother)
 - h. Sister (including step-sister)

As per Listing Regulations

“Related Party” means a related party as defined under sub-section (76) of section 2 of the Companies Act, 2013 or under the applicable accounting standards:

Provided that:

- a) any person or entity forming a part of the promoter or promoter group of the Company; or
 - b) any person or any entity, holding equity shares:
 - (i) of twenty per cent or more; or
 - (ii) of ten per cent or more, with effect from April 1, 2023; in the Company either directly or on a beneficial interest basis as provided under section 89 of the Companies Act, 2013, at any time, during the immediate preceding financial year;
- shall be deemed to be a related party.

As per Indian Accounting Standard (Ind AS) 24

A “Related Party” is a person or entity that is related to the entity that is preparing its financial statements (in this Standard referred to as the ‘reporting entity’):

- a) A person or a close member of that person’s family is related to a reporting entity if that person:
 - (i) has control or joint control of the reporting entity;
 - (ii) has significant influence over the reporting entity; or
 - (iii) is a member of the key management personnel of the reporting entity or of a parent of the reporting entity.
- b) An entity is related to a reporting entity if any of the following conditions applies:
 - (i) The entity and the reporting entity are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others).
 - (ii) One entity is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity is a member).
 - (iii) Both entities are joint ventures of the same third party.
 - (iv) One entity is a joint venture of a third entity and the other entity is an associate of the third entity.
 - (v) The entity is a post-employment benefit plan for the benefit of employees of either the reporting entity or an entity related to the reporting entity. If the reporting entity is itself such a plan, the sponsoring employers are also related to the reporting entity.
 - (vi) The entity is controlled or jointly controlled by a person identified in (a).
 - (vii) A person identified in (a)(i) has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity).
 - (viii) The entity, or any member of a group of which it is a part, provides key management personnel services to the reporting entity or to the parent of the reporting entity.

x. **“Related Party Transaction”**

As per the Companies Act, 2013:

Any contract or arrangement with respect to the following shall be considered as a Related Party Transactions (RPTs):

- 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 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; and
- g) underwriting the subscription of any securities or derivatives thereof, of the company.

Notwithstanding the foregoing, the following shall not be deemed RPTs:

- a) Any transaction which is in the ordinary course of business and on an arms' length basis as determined in terms of this Policy.
- b) Any other exception which is consistent with the Applicable Laws, including any rules or regulations made thereunder.

As per Listing Regulations:

A “related party transactions” means a transaction involving a transfer of resources, services or obligations between:

- (i) the 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) the 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) 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) 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) Retail purchases from the Company or its subsidiary by the directors or key managerial personnel of the Company or its subsidiary, and relatives of such directors or key managerial personnel, without establishing a business relationship and at the terms which are uniformly applicable/offered to all employees,

directors, key managerial personnel and relatives of directors or key managerial personnel.

- xi. **“Material Modification”** in relation to related party transaction shall mean any modification to an existing related party transaction that will result in an increase of more than ten percent of the amount approved by the Audit Committee, Board and / or shareholders, as applicable.
- xii. **“Material Related Party Transaction”** means a transaction to be entered into with a Related Party, individually or taken together with previous transactions during a financial year, exceeding the following:

Consolidated Turnover of the Company	Threshold
Up to ₹20,000 Crore	10% of the annual consolidated turnover of the Company
More than ₹20,000 Crore to upto ₹40,000 Crore	₹2,000 Crore + 5% of the annual consolidated turnover of the Company above ₹20,000 Crore
More than ₹40,000 Crore	₹3,000 Crore + 2.5% of the annual consolidated turnover of the Company above ₹40,000 Crore or ₹5000 Crores, whichever is lower

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 five percent of the annual consolidated turnover of the Company.

Explanation: For the purpose of computing the thresholds stated above, the annual consolidated turnover of the Company shall be determined based on the last audited financial statements of the Company.

- xiii. **“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.
- xiv. **“Transactions in the ordinary course of business”** mean transactions/activities that are connected to or necessary for the business of the Company and satisfy the following principles:
- a) The transaction/activity is permitted under the Memorandum and the Articles of Association of the Company;
 - b) The transaction/activity is carried on a frequent or regular basis or is as per the industry practise and
 - c) The terms of the transaction/activity are similar to those which would be otherwise applicable to transactions with unrelated parties.

IV. Policy:

All Related Party Transactions must be reported to the Audit Committee and referred for approval of the Committee or the Board or the Shareholders as required under this Policy.

A. Identification of Related Party Transaction:

- i. Each Director/ Key Managerial Personnel is responsible for providing written notice to the Compliance Officer of any potential Related Party Transaction involving him or his relatives, including any additional information about the transaction that the Compliance Officer may reasonably request. The Compliance Officer, in consultation with other members of management and with the Audit Committee, as appropriate, will determine whether the transaction does, in fact, constitute a Related Party Transaction requiring compliance with this Policy.
- ii. Every Director/ Key Managerial Personnel of the Company who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into shall disclose the nature of his concern or interest at the meeting of the Board in which the contract or arrangement is discussed and shall not participate in or exercise influence over any such discussion.
- iii. Where any Director/ Key Managerial Personnel, who is not so concerned or interested at the time of entering into such contract or arrangement, he shall, if he becomes concerned or interested after the contract or arrangement is entered into, shall disclose his concern or interest forthwith when he becomes concerned or interested or at the first meeting of the Board held after he becomes so concerned or interested.
- iv. A contract or arrangement entered into by the Company without disclosure or with participation by a Director/ Key Managerial Personnel who is concerned or interested in any way, directly or indirectly, in the contract or arrangement, shall be voidable at the option of the Company.
- v. The Company strongly prefers to receive such notice of any potential Related Party Transaction well in advance so that the Compliance Officer has adequate time to obtain and review information about the proposed transaction and other matters incidental thereto and to refer it to the appropriate authority for approval.

B. Approval for Related Party Transactions:

The Company shall not enter into any Related Party Transaction except as stated hereinafter.

I. Transactions requiring approval of Audit Committee:

- a) All Related Party Transactions shall require approval of the Audit Committee;
- b) The Agenda of the Audit Committee meetings shall *inter-alia* contain the details in the format as specified in the **Annexure - I** along with Certificate from Chairman & Wholetime Director and Chief Financial Officer of the Company confirming that the terms of RPT proposed to be entered into are in the interest of the Company.
- 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 this Policy and Listing Regulations;

- d) 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:
1. 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;
 2. the transaction is not material in terms of this Policy and Listing Regulations;
 3. rationale for inability to seek prior approval for the transaction shall be placed before the audit committee at the time of seeking ratification;
 4. the details of ratification shall be disclosed along with the disclosures of related party transactions.

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.

II. Transactions requiring approval of Shareholders of the Company:

- a) All Material Related Party Transactions shall require approval of the Shareholders of the Company by way of a resolution passed at the general meeting of the Company; and no related party shall vote to approve such resolutions whether the entity is a party to the particular transaction or not.
- b) All Related Party Transactions which are not in the ordinary course of business or not at arm's length and which are in excess of the limits prescribed under the Act requiring the approval of shareholders, shall require an approval of the Shareholders by way of a resolution passed at the general meeting of the Company; and in such cases, the Related Party/(ies) to the transaction shall abstain from voting on such resolution.
- c) 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;
- d) 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 favourable to the Company:
 1. Information as placed before the Audit Committee in the format as specified in the **Annexure-I**, to the extent applicable.
 2. 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;
 3. Confirmation that the Audit Committee had reviewed the certificate provided by the Chairman & Wholtime Director and Chief Financial

Officer of the Company as required under the RPT Industry Standards;

4. 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;
5. 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;
6. 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;
7. Any other information that may be relevant.

III. Deemed Approval:

The transactions or arrangements which are specifically dealt under the separate provisions of the Law and executed under separate approvals/procedures from relevant committee shall be deemed to be approved for the purpose of this Policy. Such transactions are enumerated below:

- a. Appointment and payment of remuneration, including any variations thereto, to Key Managerial Personnel pursuant to the Nomination and Remuneration Committee approval;
- b. Payment of remuneration, fees, commission, etc. to directors pursuant to approval of the Nomination and Remuneration Committee;
- c. Payments made to/received from Directors or Key Managerial Personnel pursuant to share based incentive plans as approved by shareholders.
- d. Any benefits, interest arising to Related Party solely from the ownership of Company shares at par with other holders, for example, dividends, right issues, stock split or bonus shares approved by the Nomination and Remuneration Committee or any other Board composed committee.
- e. Contribution with respect to Corporate Social Responsibility to eligible entity pursuant to approval of Board or the Corporate Social Responsibility Committee.

IV. Approval & Review Mechanism:

- While seeking the approval of the Audit Committee, Board or the Shareholders, all information that is relevant and necessary to the Related Party Transaction and as prescribed under the Laws or by the Audit Committee or the Board, shall be duly provided to the Audit Committee, Board or Shareholders, as the case may be.
- The Audit Committee may grant omnibus approval for Related Party Transactions considering the repetitive nature of the transactions.
- The Audit Committee, shall, after being authorized by the Board of Directors, specify the criteria for granting omnibus approvals to the Related Party Transactions proposed to be entered into by the Company in the manner and to the extent prescribed under the Laws. Such omnibus approvals shall be valid for one financial year. The Audit Committee shall, while granting such omnibus approvals, satisfy itself about the adherence to the criteria so specified by it.

- The Audit Committee shall satisfy itself about the need for such omnibus approval and that such approval is in the interest of the Company.
- The omnibus approval granted by the Audit Committee shall include the following particulars:
 - i. Name of the Related Party
 - ii. Nature and duration of the transaction;
 - iii. Maximum amount of transaction that can be entered into;
 - iv. The indicative base price or current contracted price and the formula for variation in the price, if any; and
 - v. Any other information relevant or important for the Audit Committee to take a decision on the proposed transaction.
- In case of Unforeseen Related Party Transactions, the Audit Committee may grant an omnibus approval for such transactions provided that the value of each such transaction does not exceed Rs.1 crore.
- The Audit Committee shall not grant omnibus approval for transactions in respect of selling or disposing of the undertaking of the Company.
- All Material Related Party Transactions shall be reviewed and validated by the Statutory Auditors of the Company and a confirmation of the same shall be made to the Audit Committee, the Board of Directors and the Shareholders of the Company while seeking the necessary approvals.
- Any Director or Key Managerial Personnel who is interested in any Related Party Transaction shall not be present at the meeting of the Board or Audit Committee during discussions on the subject matter of the resolution relating to such transaction.
- The Audit Committee shall review, on a quarterly basis, the details of all Related Party Transactions entered into by the Company.
- On a quarterly basis, the management shall submit a report to the Audit Committee providing a comparison between the approvals granted and the actual transactions.

V. Disclosure:

Appropriate disclosures as required under the Laws shall be made in its Annual Return, Boards' Report and at such other places and to the Stock Exchanges on which equity shares of the Company are listed and such other authority as may be prescribed under the Laws.

V. General:

1. The Policy would be subject to revision/amendment in accordance with the Laws. The Audit Committee shall review the Policy at least once in three years for making suitable amendments for better implementation of the Policy.
2. The Company reserves its right to alter, modify, add, delete or amend any of the provisions of this Policy.
3. The power to interpret and administer the Policy shall rest with the Chairman of the Audit Committee whose decision shall be final and binding. The Chairman is also empowered to make any supplementary rules/orders to ensure effective

implementation of the Policy. These will, however, be reported to or tabled before the Audit Committee, from time to time, to ensure the Committee's oversight on these issues.

4. This Policy is lastly amended as per the recommendations of the Audit Committee meeting held on January 30, 2026 and approved by the Board of Directors at its meeting held on January 30, 2026.

Annexure-I

Minimum Information to be provided to the Audit Committee for approval (including ratification) of RPTs

Part-A: Minimum information of the proposed RPT, applicable to all RPTs

S. No.	Particulars of the information	Information provided by the management									
A(1). Basic details of the related party											
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											
4	<p>Relationship between the Company/ subsidiary (in case of transaction involving the subsidiary) and the related party – including nature of its concern (financial or otherwise) and the following:</p> <ul style="list-style-type: none"> • Shareholding of the Company/ 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 Company/ subsidiary (in case of transaction involving the subsidiary). • Shareholding of the related party, whether direct or indirect, in the Company/ subsidiary (in case of transaction involving the subsidiary). <p><i>Explanation: Indirect shareholding shall mean shareholding held through any person, over which the Company/ Subsidiary/ related party has control.</i></p> <p><i>While calculating indirect shareholding, shareholding held by relatives shall also be considered.</i></p>										
A(3). Details of previous transactions with the related party											
5	<p>Total amount of all the transactions undertaken by the Company or subsidiary with the related party during the last financial year.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No.</th> <th style="text-align: center;">Nature of Transactions</th> <th style="text-align: center;">FY 20xx-20xx (INR)</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table> <p><i>Explanation: Details need to be disclosed separately for</i></p>	S. No.	Nature of Transactions	FY 20xx-20xx (INR)							
S. No.	Nature of Transactions	FY 20xx-20xx (INR)									

	<i>Company and its subsidiary.</i>									
6	Total amount of all the transactions undertaken by the Company 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.									
7	Any default, if any, made by a related party concerning any obligation undertaken by it under a transaction or arrangement entered into with the Company or its subsidiary during the last financial year.									
A(4). Amount of the proposed transaction(s)										
8	Amount of the proposed transactions being placed for approval in the meeting of the Audit Committee/ shareholders.									
9	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?	<i>Yes or No?</i>								
10	Value of the proposed transactions as a percentage of the Company's annual consolidated turnover for the immediately preceding financial year	%								
11	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 Company is not a party to the transaction)	%								
12	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.	%								
13	<p>Financial performance of the related party for the immediately preceding financial year:</p> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">FY 20xx-20xx (INR)</th> </tr> </thead> <tbody> <tr> <td>Turnover</td> <td></td> </tr> <tr> <td>Profit After Tax</td> <td></td> </tr> <tr> <td>Net worth</td> <td></td> </tr> </tbody> </table> <p>Explanations: The above information is to be given on standalone basis. If standalone is not available, provide on consolidated basis.</p>	Particulars	FY 20xx-20xx (INR)	Turnover		Profit After Tax		Net worth		
Particulars	FY 20xx-20xx (INR)									
Turnover										
Profit After Tax										
Net worth										
A(5). Basic details of the proposed transaction										
14	Specific type of the proposed transaction (e.g. sale of goods/services, purchase of goods/ services, giving loan, borrowing etc.)									

15	Details of each type of the proposed transaction	
16	Tenure of the proposed transaction (tenure in number of years or months to be specified)	
17	Whether omnibus approval is being sought?	<i>Yes or No</i>
18	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.	
19	Justification as to why the RPTs proposed to be entered into are in the interest of the Company	
20	Details of the promoter(s)/ director(s) / key managerial personnel of the Company 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	
21	A copy of the valuation or other external party report, if any, shall be placed before the Audit Committee.	
22	Other information relevant for decision making.	

Part-B: Information to be provided in addition to Part A

B(1). Disclosure to be made *only* in case if the proposed transaction is related 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 (of upto 365 days or such period for which such advances are extended as per normal trade practice), 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 to be made *only* in case if the proposed transaction is related to any loans and advances (other than trade advances), or inter-corporate deposits given by the Company or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1	Source of funds in connection with the proposed transaction	
2	Where any financial indebtedness is incurred to give loan, inter-corporate deposit or advance, specify the following:	
	a. Nature of indebtedness	
	b. Total cost of borrowing	
	c. Tenure	
	d. Other details	
3	Rate of interest at which the Company or its subsidiary is borrowing from its bankers or other lenders <i>Note: Disclosure shall be made of borrowings undertaken by the Company with a comparable maturity profile to the loan/ ICD being granted by the Company.</i>	
4	Proposed interest rate to be charged by the Company 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 to be made *only* in case if the proposed transaction is related to any investment made by the Company or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1	Source of funds in connection with the proposed transaction	
2	Where any financial indebtedness is incurred to make investment, specify the following:	
	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 to be made *only* in case if the proposed transaction is related 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 Company 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 Company?	<i>Yes or No</i>
2	Material covenants of the proposed transaction including: (i) commission, if any to be received by the Company or its subsidiary; (ii) contractual provisions on how the Company or its subsidiary will recover the monies in case such guarantee, surety, indemnity or comfort letter is invoked.	

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

B(5). Disclosure to be made *only* in case if the proposed transaction is related to borrowings by the Company 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 Company / subsidiary	

B(6). Disclosure to be made *only* in case if the proposed transaction is related to sale, lease or disposal of assets of subsidiary or of unit, division or undertaking of the Company, 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 Company			
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 Company, 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:			
		<i>FY 20xx-20xx</i>	<i>FY 20xx-20xx</i>	<i>FY 20xx-20xx</i>
	Turnover			
	Net worth			
	Net Profit			

5	Expected financial impact on the consolidated turnover, net worth and net profits of the Company 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 to be made *only* in case if the proposed transaction is related to payment of royalty

S. No.	Particulars of the information	Information provided by the management
1	<p>Purpose for which royalty was paid to the related party in the current financial year.</p> <p><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></p>	
	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>
2	<p>(a) The Company may confirm whether the parent company charges royalty at a uniform rate from all group companies in other jurisdiction.</p> <p>(b) If No, furnish information below.</p> <p>If royalty is paid to the parent company, disclose royalty received by the parent company from group entities in other jurisdiction:</p> <ul style="list-style-type: none"> • Minimum rate of royalty charged along with corresponding absolute amount • Maximum rate of royalty charged along with corresponding absolute amount <p><i>Note: The disclosure shall be made on a gross basis (Cost to the Company), including taxes paid on behalf of the recipient of royalty.</i></p>	
3	Sunset Clause for Royalty payment	

Part-C: Information to be provided *only if* a specific type of RPT mentioned below proposed to be undertaken is a material RPT and is in addition to Part A and B

C(1). Disclosure to be made only in case if the proposed transaction is related to any loans and advances (other than trade advances), inter-corporate deposits given by the Company or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1	<p>Latest credit rating of the related party</p> <p><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></p>	
2	<p>Default on borrowings, if any, over the last three financial years, by the related party from the Company or any other person and value of subsisting default.</p> <p><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></p> <p>In addition, state the following:</p> <p>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;</p> <p>b) Whether the related party has been declared a “wilful defaulter” by any of its bankers and whether such status is currently subsisting;</p> <p>c) Whether the related party is undergoing or facing any application for commencement of an insolvency resolution process or liquidation;</p> <p>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.</p> <p><i>Note: Past defaults that are no longer subsisting and have been cured or regularized need not be disclosed.</i></p>	
	FY 20xx-20xx	
	FY 20xx-20xx	
	FY 20xx-20xx	

C(2). Disclosure to be made only in case if the proposed transaction is related to any investment made by the Company or its subsidiary

S. No.	Particulars of the information	Information provided by the management
--------	--------------------------------	--

1	<p>Latest credit rating of the related party</p> <p><i>Note:</i></p> <p>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></p> <p>b. <i>This shall be applicable in case of investment in debt securities.</i></p>	
2	Whether any regulatory approval is required. If yes, whether the same has been obtained.	

C(3). Disclosure to be made *only* in case if the proposed transaction is related 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 Company or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1	<p>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</p> <p><i>Note:</i></p> <p>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></p> <p>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></p>	
2	<p>Details of solvency status and going concern status of the related party during the last three financial years:</p> <p>FY 20xx-20xx</p> <p>FY 20xx-20xx</p> <p>FY 20xx-20xx</p>	
3	<p>The value of obligations undertaken by the Company 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 Company or its subsidiary. Additionally, any provisions required to be made in the books of account of the Company or any of its subsidiary shall also be specified.</p>	

4	<p>Default on borrowings, if any, over the last three financial years, by the related party from the Company or any other person.</p> <p><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></p> <p>In addition, state the following:</p> <p>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;</p> <p>b) Whether the related party has been declared a “wilful defaulter” by any of its bankers and whether such status is currently subsisting;</p> <p>c) Whether the related party is undergoing or facing any application for commencement of an insolvency resolution process or liquidation;</p> <p>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.</p> <p><i>Note: Past defaults that are no longer subsisting and have been cured or regularized need not be disclosed.</i></p>	
	FY 20xx-20xx	
	FY 20xx-20xx	
	FY 20xx-20xx	

C(4). Disclosure to be made *only* in case if the proposed transaction is related to borrowings by the Company or its subsidiary

S. No.	Particulars of the information	Information provided by the management
1	Debt to Equity Ratio of the Company or its subsidiary based on last audited financial statements	
	a. Before transaction	
	b. After transaction	
2	Debt Service Coverage Ratio of the Company or its subsidiary based on last audited financial statements	
	a. Before transaction	
	b. After transaction	

C(5). Disclosure to be made *only* in case if the proposed transaction is related to sale, lease or disposal of assets of subsidiary or of unit, division or undertaking of the Company 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 Company 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 Company 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 Company or any of its subsidiary?	
5	Are there any other major non-financial reasons for going ahead with the proposed transaction?	

C(6). Disclosure to be made *only* in case if the proposed transaction is related to payment of royalty

S. No.	Particulars of the information	Information provided by the management
1	Gross amount of royalty paid by the Company 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 three financial years</i>
	b. For transfer of technology know- how	<i>As a % of aggregate amount of royalty for the last three financial years</i>
	c. For professional fee, corporate management fee or any other fee	<i>As a % of aggregate amount of royalty for the last three financial years</i>

	d. Any other use (specify)	As a % of aggregate amount of royalty for the last three financial years																						
3	Royalty paid in last 3 FYs as % of Net Profits of previous FYs																							
	FY 20xx-20xx	%																						
	FY 20xx-20xx	%																						
3	FY 20xx-20xx	%																						
	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.	%																					
	5	<p>Peer Comparison: Company 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:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;"></th> <th style="width: 15%;">Company/ Subsidiary</th> <th style="width: 15%;">Peer 1</th> <th style="width: 15%;">Peer 2</th> <th style="width: 15%;">Peer 3</th> </tr> </thead> <tbody> <tr> <td>Royalty payment over last 3 years</td> <td style="text-align: center;"><i>Aggregate amount</i></td> <td style="text-align: center;"><i>Aggregate amount</i></td> <td style="text-align: center;"><i>Aggregate amount</i></td> <td style="text-align: center;"><i>Aggregate amount</i></td> </tr> <tr> <td>Royalty paid as a % of net profits over the last 3 years</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> </tr> <tr> <td>Annual growth rate of Turnover over last 3 years</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> </tr> </tbody> </table> <p><i>Explanation: In the case of the payment of, the criteria for comparison with Industry Peers shall be as follows:</i></p> <p><i>a. The Company 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.</i></p> <p><i>b. In cases where fewer than three Industry Peers are available, the Company will disclose, that only one or two peers are available for comparison.</i></p> <p><i>c. If the Company is part of any sectoral index, the Company is to consider the other constituents of such sectoral index for the purpose of peer comparison which are in similar line of business.</i></p> <p><i>d. In case there are no Industry Peers, the Company shall state that no Industry Peers are available for comparison.</i></p>		Company/ Subsidiary	Peer 1	Peer 2	Peer 3	Royalty payment over last 3 years	<i>Aggregate amount</i>	<i>Aggregate amount</i>	<i>Aggregate amount</i>	<i>Aggregate amount</i>	Royalty paid as a % of net profits over the last 3 years	%	%	%	%	Annual growth rate of Turnover over last 3 years	%	%	%	%		
	Company/ Subsidiary	Peer 1	Peer 2	Peer 3																				
Royalty payment over last 3 years	<i>Aggregate amount</i>	<i>Aggregate amount</i>	<i>Aggregate amount</i>	<i>Aggregate amount</i>																				
Royalty paid as a % of net profits over the last 3 years	%	%	%	%																				
Annual growth rate of Turnover over last 3 years	%	%	%	%																				