POLICY ON MATERIALITY OF RELATED PARTY TRANSACTIONS AND DEALING WITH RELATED PARTY TRANSACTIONS

APPROVED BY THE BOARD OF DIRECTORS ON 16.10.2023

REVISED POLICY AMENDED AND APPROVED ON 02.11.2026

A. INTRODUCTION AND BACKGROUND

Considering the requirements for approval of related party transactions as prescribed under Section 188 of the Companies Act, 2013 (the "Act") read with the rules framed thereunder and Regulation 23 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 ("SEBI Listing Regulations"), Orient Technologies Limited ("the Company") has formulated guidelines for identification of related parties and the proper conduct and documentation of all related party transactions. Regulation 23(1) of the SEBI Listing Regulations requires a company to formulate a policy on materiality of related party transactions and dealing with related party transactions. Further, Regulation 23(2) requires the Audit Committee to define material modification and disclose it as a part of the Policy.

In light of the above, the Company has framed this Policy on Related Party Transactions ("Policy"). The Policy has been adopted by the board of directors ("**Board**") of the Company based on recommendations of the Audit Committee on October 16, 2023 and the revised policy will be effective November 2, 2026. Going forward, the Board would review and amend the Policy, at least once every three years, subject to the approval of the Board, unless there is a change in applicable regulations and/or in business conditions affecting the Company, which requires an earlier change to the Policy.

B. DEFINITION

i. **"Act"** means Companies Act, 2013, as amended

ii. "**Arm's Length Transaction ('ALP')"** means a transaction between two related parties that is conducted as if they are unrelated, so that there is no conflict of interest.

Pricing, though being an important factor, may not be the only determinant of a transaction being at arm's length.

In order to ensure that the transaction is at arm's length, judgement needs to be applied and the following points can be considered for the same:

- Transaction is as per the prevailing pricing policy / market price / same price (or margin) as compared to transactions with unrelated parties.
- Transaction is comparable with third party quotations / bids.
- Transaction is based on cost sharing agreements (in cases where cost is shared based on benefits derived).
- Transaction is at a price in line with the valuation done by an external independent expert.

Guidance may be taken from the examples laid down in the Standard on Auditing 550 on Related Parties (SA 550) for this purpose.

iii. **"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

iv. **"Audit Committee" or "Committee"** means "Audit Committee" constituted by the Board of Directors of the Company, from time to time, under provisions of the Companies Act 2013,

v. **Board** means Board of Directors of the Company;

vi. **"Independent Director"** means a Director of the Company, as appointed in terms of Section 149 ofthe Companies Act 2013 and who also qualifies as Independent Director in terms of the Regulations.

vii. **"Key Managerial Personnel" in relation to a company, means—**

1. Chief Executive Officer or the Managing Director or Whole Time Director or Manager;
2. Company Secretary;
3. Whole Time Director;
4. Chief Financial Officer;
5. 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
6. Such other officer as may be prescribed.

"Material Related Party Transaction" means a transaction with a related party if the transaction/ transactions or contracts to be entered into individually or taken together with previous transactions during a financial year, which exceeds the following thresholds, determined based on the last audited financial statements of the Company or such other thresholds specified in Schedule XII (tabled below for reference) of the Listing Regulations, or any other limit/threshold as may be amended, modified, or prescribed under the Listing Regulations and applicable to the Company from time to time, and such amended provisions shall automatically apply without requiring further approval or modification of this definition.

Consolidated Turnover of the Company	**Threshold**
(I) Up to Rs. 20,000 Crore	10% of the annual consolidated turnover of the listed entity
(II) More than Rs. 20,000 Crore to upto Rs. 40,000 Crore	Rs. 2,000 Crore + 5% of the annual consolidated turnover of the listed entity above Rs. 20,000 Crore
(III) More than Rs. 40,000 Crore	Rs. 3,000 Crore + 2.5% of the annual consolidated turnover of the listed entity above Rs. 40,000 Crore or Rs. 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 5% of the annual consolidated turnover of the Company as per the last audited financial statements of the Company or thresholds as may be prescribed in the Listing Regulations from time to time.

viii. Provided that a related party transaction to which the subsidiary of a 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 per cent of the annual standalone turnover, as per the last audited financial statements of the Subsidiary;

ix. **"Ordinary Couse of Business"** means normal, regular business activities carried out by the Company in line with its Memorandum and Articles of Association. Since the term Ordinary Course of Business is not defined under the statute, the Company would exercise judgement on this aspect and for the purpose of the same, using the following guiding principles:

- The Company has done similar transactions in the past.
- Such transactions are carried out at regular frequency.

The guiding principles are not exhaustive and the facts and circumstances of each case would be examined before concluding on the matter.

x. **"Policy"** means this Policy, as amended from time to time.

xi. **"Material Modification"** means any change or modification to the originally approved limits of a Related Party Transaction, resulting in a variation of twenty five percent (25%) or more at each distinct nature or type of Related Party Transaction.

xii. **"Regulations"** means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended

xiii. **"Relative"** means a relative as defined under the Companies Act, 2013 and Regulation 2(1)(zd) of SEBI Listing Regulations, including any amendment or modification thereof, as may be applicable.

xiv. **"Related Party**" : means a related party as defined under the Companies Act, 2013 or rules made thereunder and Regulation 2(1)(zb) of the SEBI Listing Regulations as amended from time to time.

xv. **"Related Party Transaction" ("RPT")**: shall mean such transactions as specified under Section 188 of the Act or rules made thereunder and Regulation 2(1)(zc) of the SEBI Listing Regulations including any amendment or modification thereof, as may be applicable.

xvi. **"Senior Management"** means officers and personnel of the Company as defined under Regulation 16(1)(d) of the Listing Regulations.

xvii. **"SEBI Listing Regulations"** means SEBI (Listing Obligation and Disclosure Requirement) Regulations, 2015.

xviii. **"Transaction"** with a related party shall be construed to include a single transaction or a group of transactions.

Any other term not defined herein shall have the same meaning as defined in the Securities and Exchange

Board of India Act, 1992, SEBI Listing Regulations, the Companies Act, 2013, the applicable accounting standards or any other applicable law or regulation.

In case of any dispute or difference upon the meaning / interpretation of any word or provision in this policy, the same shall be referred to the Audit Committee and the decision of the Audit Committee shall be final.

C. MATERIALITY THRESHOLDS

Regulation 23(1) of SEBI Regulations requires a company to provide materiality thresholds for transactions beyond which the prior approval of shareholders will be required by way of an Ordinary Resolution.

In accordance with the SEBI Regulations, all transactions with a Related Party shall be considered material if the transaction(s) to be entered into individually or taken together with previous transactions during a financial year, exceeds the thresholds specified in Schedule XII of the Listing Regulations as mentioned hereunder :

Consolidated Turnover of Listed Entity Threshold	**Threshold**
(I) Up to ₹20,000 Crore	10% of the annual consolidated turnover of the listed entity
(II) More than ₹20,000 Crore to upto ₹40,000 Crore	₹2,000 Crore + 5% of the annual consolidated turnover of the listed entity above ₹20,000 Crore
(III) More than ₹40,000 Crore	₹3,000 Crore + 2.5% of the annual consolidated turnover of the listed entity above ₹40,000 Crore or ₹5000 Crores, whichever is lower.

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

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% of the annual consolidated turnover as per the last audited financial statements of the Company.

D. POLICY

a) All related party contracts / arrangements shall be entered on arms' length basis. In exceptional circumstances, where permitted by law, related party contracts arrangements may deviate from the principle of arm's length, after approval from the Audit Committee.

b) All related party contracts / arrangements shall comply with the Companies Act, 2013.

c) All related party contracts / arrangements shall comply with Accounting Standards.

d) All domestic related party contracts / arrangements shall, wherever applicable, comply with other applicable laws.

e) The committee is empowered to exercise all such powers which are permitted by the Act.

E. MANNER OF DEALING WITH RELATED PARTY TRANSACTIONS AND SUBSEQUENT MATERIAL MODIFICATIONS

Audit Committee:

All Related Party Transactions and subsequent material modifications shall be subject to the prior approval of the Audit Committee whether at a meeting or by resolution by circulation or any other manner as provided by the Act or Rules made thereunder. Provided that only those members of the Audit Committee, who are Independent Directors, shall approve Related Party Transactions.

Provided that a Related Party Transaction above Rupees One Crore, whether entered into individually or taken together with previous transactions during a financial year, to which the subsidiary of a 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 exceeds the lower of the following:

i. ten percent of the annual standalone turnover, as per the last audited financial statements of the subsidiary company; or
ii. the threshold for material related party transactions of listed entity as specified in Schedule XII of the SEBI Listing Regulations.

Provided further that in the event of a related party transaction above rupees one crore, whether entered into individually or taken together with previous transactions during a financial year, to which the subsidiary of a listed entity is a party but the listed entity is not a party and such subsidiary does not have audited financial statements for a period of at least one year, prior approval of the audit committee of the listed entity shall be obtained if the value of such transaction exceeds the lower of the following:

i. ten percent of the aggregate value of paid-up share capital and securities premium account of the subsidiary as on a date, not older that three months prior to the date of seeking approval of the audit committee.; or
ii. the threshold for material related party transactions of listed entity as specified in Schedule XII of the SEBI Listing Regulations.

Provided that the aggregate value of paid-up share capital and securities premium account of the subsidiary shall be taken as on a date, not older than three months prior to the date of seeking approval of the audit committee.

Prior approval of the Audit Committee shall not be required for:

a. RPTs, where the listed subsidiary is a party, but the Company is not a party, and if Regulation 23 and Regulation 15(2) of SEBI LODR are applicable to such listed subsidiary.

Explanation: For related party transactions of unlisted subsidiaries of a listed subsidiary as referred to in (a.) above, the prior approval of the audit committee of the listed subsidiary shall suffice.

b. The Remuneration and Sitting Fees paid by the Company or its subsidiary to its Director, KMP or Senior Management, except who is part of Promoter or Promoter Group provided that the same is not Material in terms of this Policy. Further, such transactions would also not be required to be disclosed in Half Yearly disclosure of Related Party Transaction(s) provided that the same is not material in terms of this Policy.

Although the aforesaid payment of Remuneration and Sitting Fees by the Company or its subsidiary has been exempted from obtaining approval of the Audit Committee under Listing Regulations, the Company would may continue to obtain prior approval of the Audit Committee for the same under the provisions of the Act.

- In case of transaction, other than transactions referred to in Section 188 of the Act, and where Audit Committee does not approve the transaction, it shall make its recommendations to the Board.

Where the Company and/or any of its subsidiaries enters into a contract / transactions with a Related Party, which stipulates details of every transaction like nature of the transaction, period of transaction, contract price or methodology of price determination, maximum amount of transaction , credit terms etc., prior approval once given by the Audit Committee of the Company would suffice and Audit Committee would only note the transactions that are entered into pursuant to such master agreement and will not require any additional approval of the Audit Committee unless the Company proposes to enter into Modification of the referred contract/transaction with a Related Party or the concerned subsidiary proposes to enter into Material Modification of the referred contract/transaction with a Related Party.

Audit Committee shall ensure that minimum information as is required by the Policy and SEBI Circular(s) as made applicable by SEBI from time to time is placed before the audit committee.

F. IDENTIFICATION OF RELATED PARTIES

Each Director and Key Managerial Personnel is responsible for providing notice to the Board & Audit Committee regarding persons and entities to be considered as "Related Party" by virtue of his/her being Director/KMP in the entity or holding certain shareholding percentage. Such notice shall be provided to the company at the time of appointment and also at the time of the first board meeting in every financial year and whenever there is any change in the disclosures already made.

G. IDENTIFICATION OF RELATED PARTY TRANSACTIONS AND/OR MATERIAL MODIFICATIONS OF RELATED PARTY TRANSACTIONS

Each Director and Key Managerial Personnel is responsible for providing notice to the Board & AuditCommittee of any potential Related Party Transaction and/or material modifications of Related Party Transaction involving him or her or his or her Relative, including any additional information about the transaction that the Board & Audit Committee may reasonably request. The Audit Committee willdetermine whether the transaction does, in fact, constitute a Related Party Transaction requiring compliance with this policy.

H. APPROVAL REQUIREMENTS FOR RELATED PARTY TRANSACTIONS AND SUBSEQUENT MATERIAL MODIFICATIONS

1. All Related Party Transactions shall require prior approval of the Audit Committee.

2. All Related Party Transactions of a subsidiary(ies) and subsequent material modifications, to which the

Company is not a party shall require prior approval of Audit Committee, if the value of such transaction whether entered into individually or taken together with previous transactions during a financial year:

i. ten percent of the annual standalone turnover, as per the last audited financial statements of the subsidiary company; or
ii. the threshold for material related party transactions of listed entity as specified in Schedule XII of the SEBI Listing Regulations.

Further, only the Independent Directors who are members of Audit Committee shall approve the Related Party Transactions.

I. OMNIBUS APPROVALS BY THE AUDIT COMMITTEE:

However, the Company may obtain omnibus approval from the Audit Committee for such transactions, subject to compliances with the following conditions:

Criteria for granting omnibus approval by the Board:

- The Audit Committee while granting omnibus approval shall consider the repetitiveness of the transactions (in past or in future) and justification for the need of such approval.
- The Audit Committee shall satisfy itself the need for such omnibus approval and that such approval is in the interest of the Company.
- The omnibus approval shall provide details of
  - (i) the name/s of the Related Party, nature of transaction, period of transaction, maximum amount of transaction that can be entered into,
  - (ii) the indicative base price/current contracted price and the formula for variation in the price if any (for example: +/- 5%) and
  - (iii) maximum value of transactions in aggregate which can be allowed under omnibus route in a year
  - (iv) such other conditions as the Audit Committee may deem fit from time to time

However, in case of related party transactions which cannot be foreseen and where the above details are not available, Audit Committee may grant omnibus approval provided the value does not exceed Rs. 1 Crore per transaction.

- The Audit Committee shall review, at least on a quarterly basis, the details of RPTs entered into by the Company pursuant to each of the omnibus approval given.
- In accordance with the Companies (Amendment) Act, 2015, as well as Rule 6A of the Companies (Meetings of Board and its Powers) Rules, 2014 w.e.f. December 14, 2015, such omnibus approval shall

be valid for a period not exceeding 1 financial year and shall require fresh approvals after the expiry of the one year period.

- A member of the Committee or director who has a potential interest in any Related Party Transaction will not remain present at the meeting when such Related Party Transaction is considered.
- The Board would approve such Related Party Transaction(s) as are required to be approved under the Act and/or Listing Regulations and/or transactions referred to it by the Audit Committee.
- The Audit Committee shall also review the status of long-term (more than one year) or recurring Related Party Transaction(s) on an annual basis.

J. INFORMATION TO BE REVIEWED BY THE AUDIT COMMITTEE FOR APPROVAL OF RELATED PARTY TRANSACTIONS:

In determining whether to approve a Related Party Transaction, the Committee will consider the following factors, among others, to the extent relevant to the Related Party Transaction:

I. Type, material terms and particulars of the proposed transaction;

II. Name of the related party and its relationship with the Company or its subsidiary, including nature of its concern or interest (financial or otherwise);

III. Tenure of the proposed transaction (particular tenure shall be specified);

IV. Value of the proposed transaction;

V. The percentage of the Company'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);

VI. if the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the Company 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, inter-corporate 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.

VII. Justification as to why the RPT is in the interest of the Company;

VIII. A copy of the valuation or other external party report, if any such report has been relied upon;

IX. Percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed RPT on a voluntary basis;

X. Whether the terms of the Related Party Transaction are at arm's length basis to the Company and would apply on the same basis if the transaction did not involve a Related Party;

XI. Whether there are any compelling business reasons for the Company to enter into the Related Party Transaction and the nature of alternative transactions, if any;

XII. Whether the Related Party Transaction would affect the independence of an independent Director;

XIII. Whether the proposed transaction includes any potential reputational risk issues that may ariseas a result of or in connection with the proposed transaction;

XIV. Whether the Company was notified about the Related Party Transaction before its commencement and if not, why pre-approval was not sought and whether subsequent ratification is allowed and would be detrimental to the Company; and

XV. Whether the Related Party Transaction would present an improper 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 or other Related Party, the direct or indirect nature of the Director's, Key Managerial Personnel's or other Related Party's interest inthe transaction, and the ongoing nature of any proposed relationship and any other factors the Board/Committee deems relevant.

XVI. 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 the Board to approve the Related Party Transaction, then 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.

XVII. Any other information that may be relevant

Provided further that the above requirements, shall not be applicable to transaction(s) with a related party to be entered into individually or taken together with previous transactions during a financial year (including which are approved by way of ratification) which does not exceed Rs. One crore.

K. <u>Information to be provided to shareholders for consideration of Related Party Transactions:</u>

The notice being sent to the shareholders seeking approval for any proposed RPT shall, in addition to the requirements under the Companies Act, 2013, include the following information as a part of the explanatory statement as specified in the RPT Industry Standards :

A. A summary of the information provided by the management of the Company to the audit committee as specified in point 1 above;
B. Justification for why the proposed transaction is in the interest of the Company;
C. Where the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the Company or its subsidiary, the details specified under point 1(F) above; (The requirement of disclosing source of funds and cost of funds shall not be applicable to listed banks/NBFCs.);
D. A statement that the valuation or other external report, if any, relied upon by the Company 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.
G. relevant information specified under

i. Minimum information as specified under SEBI circular dated October 12, 2025; or
ii. The Industry Standards on "Minimum information to be provided to the Audit Committee and Shareholders for approval of Related Party Transactions" notified vide SEBI Circular No. SEBI/HO/CFD/CFD-PoD-2/P/CIR/2025/93 dated June 26, 2025 read with related circulars, clarifications, guidelines and notifications issued thereunder (as amended from time to time); as may be applicable.

Further, all Material Related Party Transactions and subsequent material modifications as defined by audit committee shall require prior approval of shareholders of the Company through resolution (unless it is exempted pursuant to the provisions of Listing Agreement) and the Related Parties shall abstain from voting on such resolution(s).

All Related Party Transactions pursuant to section 188 of the Companies Act, 2013 which are not in the ordinary course of business and / or not an Arms' length basis and which crosses the threshold limits prescribed under Companies Act, 2013, shall also require the approval of shareholders of the Company through resolution and all the Related Parties of the Company shall abstain from voting on such resolution(s).

Provided that prior approval of the shareholders of the Company shall not be required for a Related Party Transaction to which the Listed Subsidiary is a party but the Company is not a party if Regulations 15(2) and 23 of the Listing Regulations are applicable to such Listed Subsidiary.

Explanation: For Related Party Transactions of unlisted subsidiaries of a Listed Subsidiary of the Company as referred above, the prior approval of the shareholders of the Listed Subsidiary shall suffice.

Ordinary course of business would include usual transactions, customs and practices undertaken by the Company to conduct its business operations and activities and all such activities which the Company can undertake as per Memorandum & Articles of Association.

In case the shareholders decide not to approve a Related Party Transaction, the Board/ Audit Committee, as appropriate, may direct additional actions including, but not limited to, immediate discontinuation or rescission of the transaction, or modification of the transaction to make it acceptable to shareholders for approval.

Provided further that the omnibus approval granted by the shareholders for material related party transactions in an annual general meeting shall be valid till the date of the next annual general meeting

held within the timelines prescribed under Section 96 of the Companies Act, 2013 or rules, notifications, or circulars issued thereunder from time to time:

Provided further that in case of omnibus approvals for material related party transactions, granted by shareholders in general meetings other than annual general meeting, the validity of such omnibus approvals shall not exceed one year from the date of such approval.

Exemptions from Approval Requirements for Related Party Transactions

- The requirement of obtaining Audit Committee and shareholders' approval for related party transactions (as referred to under Regulation 23 (2) (3) and (4) of SEBI (LODR) Regulation, 2015 is exempted under following circumstances:-

i) Transactions entered into between two public sector companies;

ii) Transactions entered into between a holding company and its wholly owned subsidiary whose accounts are consolidated with such holding company and placed before the shareholders at the general meeting for approval; and

iii) Transactions entered into between two wholly-owned subsidiaries of the listed holding company, whose accounts are consolidated with such holding company and placed beforethe shareholders at the general meeting for approval.

iv) Transactions which are in the nature of payment of statutory dues, statutory fees or statutory charges entered into between an entity on one hand and the Central Government or any State Government or any combination thereof on the other hand;

v) Transactions entered into between a public sector company on one hand and the Central Government or any State Government or any combination thereof on the other hand.

L. COMMITTEE / BOARD TO SEEK DETAILS

While reviewing any Related Party Transaction, the Committee and/or the Board shall be at liberty to call for more information/details/advise/opinion from the following persons:

- Any employee
- Internal Auditor
- Statutory Auditor
- Cost Auditor
- Secretarial Auditor
- Legal Advisor

- External Expert/Consultant

M. DETERMINATION OF ARM'S LENGTH PRICE

The arm's length principle and the transfer pricing methodologies prescribed under the Indian Income-Tax Act, 1961 ('IT Act'), as amended as well as associated domestic and international guidance shall be referred to determine arm length price relating to all related party transactions.

N. REPORTING AND DISCLOSURES

Every related party transaction/contracts or arrangements that are:-

i. Material or ii. not at arm's length basis and/ or ordinary course of business, shall be referred to in the Board's report to the shareholders along with justification for entering into such transaction as per the requirement of the Companies Act, 2013.

The various business heads, sourcing department, department heads or any person authorized to enter into any transaction on behalf of the Company shall not undertake any transaction with related party unless they confirm that the transaction has prior approval of the Audit Committee and that the transaction is both in the ordinary course of business and at Arm's length basis. Any transaction not meeting the required criteria mentioned above should be brought to the notice of the CFO or Company Secretary and Accounts Department for seeking the requisite approvals.

The Company is required to disclose RPTs in the Company's Board's Report to shareholders of the Company at the Annual General Meeting in accordance with the Act and Rules made thereunder.

Details of all material transactions with related parties shall be disclosed, on a half yearly basis under Integrated Filing (Finance), as required under the Regulations and the same shall be placed/taken note of before the meeting of the Board of Directors.

The Company shall submit the details of RPTs on the date of publication of its standalone and consolidated financial results for the half year or within such time as may be prescribed in the SEBI Listing Regulations, in the format specified in the relevant accounting standards for annual results to the stock exchanges and publish the same on its website.

O. DECLARATION BY DIRECTORS/PROMOTERS/KMP

Every Director will be responsible for providing a declaration containing the following information to the Company Secretary on an annual basis and whenever there is a change in the information provided:

i. Names of his / her Relatives;

ii. Partnership firms in which he / she or his / her Relative is a partner;

iii. Private Companies in which he / she or his / her Relative is a member or a director;

iv. Public Companies in which he / she is a director and holds along with his/her Relatives more than 2% of paid-up share capital;

v. Any Body Corporate whose Board of Directors, Managing Director or Manager is accustomed to act in

accordance with his / her advice, directions or instructions (other than advice, directions or instructions obtained in professional capacity); and

vi. 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).

Further, the Director shall ensure that :

- He/ She will not cause or solicit any person or entity to enter into any transaction with the Company or any of its subsidiaries the purpose and effect of which is / will be to benefit him/her and/or any other person who is a related party of the Company and/or its subsidiaries through him/her;

- In case, he/she comes to know of any transaction entered into by any person or entity with the Company and/or its subsidiaries, the purpose and effect of which is to benefit him/her and/or any other person who is a Related Party of the Company and/or its subsidiaries through him/her, he/she shall immediately inform the Company and/or the concerned subsidiary of the Company, of such transaction and declare his/her interest or concern therein;

- He/ She confirm and undertake that they have not entered into any agreement with any shareholder, promoter, promoter group entities, related parties, directors, key managerial personnel, employees of the Company or any of its subsidiary or associate company or with the Company or with any third party whose purpose and effect is to, impact the management or control of the Company or impose any restriction or create any liability upon the Company, whether or not the Company is a party to such agreement(s); and

- In case he/she enter into any such agreement or in case there is any rescission, amendment or alteration of such agreement, he/she shall immediately inform the Company about entering into such agreement or about any recession, amendment or alteration to such agreement.

Besides the above, the Company will also identify other Related Parties as required under the Companies Act, 2013 and SEBI Listing Regulations.

Further, the Promoter(s) or any person or entity forming a part of Promoter or Promoter group of the Company will be responsible for providing the following information and whenever there is a change in the information provided:

1. Name (former name), address and contact details;
2. PAN number or CIN number or registration number.

Every KMP will be responsible for providing a declaration containing the following information to the Company Secretary on an annual basis and whenever there is a change in the information provided:

1. Names of his / her Relatives;
2. Firm(s) in which he / she or his / her Relative is a partner;

Further, the KMP shall ensure that :

- He/ She will not cause or solicit any person or entity to enter into any transaction with the Company or any of its subsidiaries the purpose and effect of which is / will be to benefit him/her and/or any other person who is a related party of the Company and/or its subsidiaries through him/her.

- In case, he/she comes to know of any transaction entered into by any person or entity with the Company and/or its subsidiaries, the purpose and effect of which is to benefit him/her and/or any other person who is a Related Party of the Company and/or its subsidiaries through him/her, he/she shall immediately inform the Company and/or the concerned subsidiary of the Company, of such transaction and declare his/her interest or concern therein.

- He/ She confirm and undertake that they have not entered into any agreement with any shareholder, promoter, promoter group entities, related parties, directors, key managerial personnel, employees of the Company or any of its subsidiary or associate company or with the Company or with any third party whose purpose and effect is to, impact the management or control of the Company or impose any restriction or create any liability upon the Company, whether or not the Company is a party to such agreement(s).

- In case he/she enter into any such agreement or in case there is any rescission, amendment or alteration of such agreement, he/she shall immediately inform the Company about entering into such agreement or about any recession, amendment or alteration to such agreement.

  Every Director, KMP, officers authorized to enter into contracts/ arrangements 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.

  Further, every Director, KMP, Promoter, Promoter Group or any other person dealing with the Company shall disclose to the Company all information that is relevant and necessary for the Company to ensure compliance with the applicable laws, from time to time.

  Besides the above, the Company will also identify other Related Parties as required under the Act and the Listing Regulations.

  All Related Party Transactions of the Company will be regulated as per this Policy.

P. SCOPE LIMITATION

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

Q. AMENDMENT

The Audit Committee of the Company shall review and may recommend amendments to this policy at least once in every three years and update accordingly, subject to the approval of the Board of Directors of the Company.

The Audit Committee may, for the purpose of aligning this Policy with the regulatory changes, amend any provision(s) or substitute any of the provision(s) with the new provision(s) or replace the Policy entirely with a new Policy.

The Board may also make any amendments to the Policy from time to time, based on the recommendations of the Audit Committee.

Further, the Board will review this Policy from time to time as prescribed under the Act or Listing Regulations.

The Board may also establish further rules and procedures, from time to time, to give effect to this Policy.