

POLICY ON RELATED PARTY TRANSACTIONS

**[Pursuant to Regulation 23(1) of the Securities and Exchange Board of India (Listing
Obligations and Disclosure Requirements) Regulations, 2015]**



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1. Preface

Laser Power & Infra Limited ("Company") has always been committed towards good Corporate Governance Practices including in matters relating to Related Party Transactions ("**RPTs**"). An endeavour is consistently made to enter into transactions with any related party ("**Related Party**") only on an arms' length basis.

This Policy on Related Party Transaction has been formulated in terms of the provisions of the Companies Act, 2013 and SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"), as amended from time to time, in order to provide a framework for regulating transactions with Related Parties. The Policy is intended to ensure that the dealings in RPT's meet proper reporting and approval norms as required by the statute, i.e., (Companies Act, 2013 and rules made thereunder and SEBI (LODR) Regulations, 2015 and amendments thereto).

The Board of Directors (the "**Board**") of the "Company, acting upon the recommendation of its Audit Committee has adopted the following Policy and Procedures for dealing with Related Party Transactions ("**RPTs**"). This policy intends to list the approach adopted by the Company for transactions with its Related Parties. It is the objective of the Company that such transactions be based on principles of transparency and on arm's length pricing.

2. Applicability

This Policy applies to all RPTs entered / proposed to be entered into by the Company or its subsidiaries.

3. Definitions

Unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

"Act" means the Companies Act, 2013, and the rules made thereunder, including any statutory modification amendments, clarifications, circulars or re-enactment thereof.

"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.

"Annual Consolidated Turnover" means turnover as per the last audited consolidated financial statements calculated in accordance with Applicable Law.

"Arms' Length Transactions" means a transaction between two related parties that is conducted as if they were unrelated, so that there is no conflict of interest.

"Audit Committee or Committee" means Committee of Board of Directors of the Company constituted under the provisions of section 177 of Companies Act, 2013 ('the Act') and Regulation 18 of SEBI (LODR) Regulations, 2015.

“Board” means the Board of Directors of the Company.

“Control” shall have the same meaning as defined in SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

“Key Managerial Personnel” means key Managerial Personnel as defined under sub-section (51) of section 2 of the Companies Act, 2013.

“Material Related Party transaction” means

Nature of Transactions	Limit for qualifying as Material Related Party Transaction
Sale, Purchase or supply of any goods or materials, directly or through appointment of agent.	Amounting to 10% or more of the “Turnover” of the Company
Selling or otherwise disposing of or buying property of any kind, directly or through appointment of agent.	Amounting to 10% or more of the “Net Worth” of the Company.
Leasing of property of any kind.	Amounting to 10% or more of the “Turnover” of the Company.
Availing or rendering of any services, directly or through appointment of agent.	Amounting to 10% or more of the “Turnover” of the Company.
Appointment of any Related Party to any office or Place of Profit in the Company, its Subsidiary Company or Associate Company.	Monthly remuneration exceeding two and half lakh rupees This clause shall be applicable only if the party is a related party as defined in Section 2(76) of Companies Act, 2013.
Underwriting the subscription of any securities or derivatives thereof, of the Company	Remuneration exceeding 1% of “Net Worth” .
Transaction involving payments made to a related party with respect to brand usage or royalty	Exceeding 5% of the Annual Consolidated turnover of the Company
Any related party transaction including the transactions mentioned in point 1 to 6 above, resulting in transfer of resources, obligations or services.	Exceeding Rupees One Thousand Crore or Ten percent (10 %) of the Annual Consolidated Turnover of the Company, whichever is lower

Note:

- The limits specified in points (1) to (4), shall apply for transaction or transactions to be entered into either individually or taken together with the previous transactions during a financial year.

- The Turnover or Net Worth referred in the above points shall be computed on the basis of the Audited Financial Statement of the preceding financial year.
- Transaction with a Related Party shall be construed to include single transaction or a group of transactions in a contract.

“Material Modification(s)” shall mean and include any modification to an existing related party transaction having variance of 20% or more of the existing limit as sanctioned by the Audit Committee/Board/Shareholders, as the case may be or any modification to the related party transaction which substantially changes the nature / tenure of transaction as considered by Audit Committee while approving the transaction at the first instance.

“Ordinary Course of Business” shall mean the usual transactions, customs and practices undertaken by the Company to conduct its business operations and activities and includes all such activities which the Company can undertake as per Memorandum & Articles of Association as amended from time to time

“Policy” means the policy for dealing with Related Party Transactions.

“Promoter and Promoter Group” shall have the same meaning as assigned to them respectively in clauses (oo) and (pp) of sub-regulation (1) of regulation 2 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

“Relative” means relative as defined under section 2(77) of the Companies Act, 2013 and includes anyone who is related to another, if –

- i. They are members of a Hindu undivided family;
- ii. They are husband and wife; or
- iii. Father (including step-father)
- iv. Mother (including step-mother)
- v. Son (including step-son)
- vi. Son's wife
- vii. Daughter
- viii. Daughter's husband
- ix. Brother (including step-brother)
- x. Sister (including step-sister)

“Related Party” means a related party as defined under section 2(76) of the Act, Regulation 2(1) (zb) of the Listing Regulations or under the applicable accounting standards.

Provided that:

- a) any person or entity forming a part of the promoter or promoter group of the listed entity; or

- b) any person or any entity, holding equity shares:
- c) of twenty per cent or more; or
- d) of ten per cent or more;

in the listed entity 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. The definitions of the term “Related Party” as per the above is given in **Annexure A**

“Related Party Transaction” (‘RPT’) shall mean any transaction entered into directly or indirectly with a Related Party, involving a transfer of resources, services or obligations, and any other transaction as defined under Regulation 2(1)(zc) of SEBI (LODR) Regulations, 2015, and Companies Act 2013 as amended from time to time.

The definitions of the term “Related Party Transaction” as per the above is given in **Annexure B**

“SEBI” means the Securities and Exchange Board of India.

“Words and expressions used but not defined in this Policy shall have the same meaning as respectively assigned to them, in the Applicable Law under reference, that is to say, the Act and Rules framed thereunder, or Listing Regulations, as amended, from time to time

4. Identification of Related Parties and RPTs

- a) Every Director and KMP shall be responsible for providing notice to the **Board or Audit Committee** regarding persons and entities to be considered as “*Related Party*” by virtue of him / her being a Director / KMP in the Company. This notice shall be provided to the Company at the time of appointment and also at the time of first Board Meeting of every Financial year and immediately whenever there is any change in the disclosures already made.
- b) Each Director and KMP shall be responsible for providing a notice to the Board or Audit Committee, of any potential RPTs involving him or her or their Relatives, including any additional information about the transaction that the Board / Audit Committee may reasonably request.
- c) Such notice shall be given to the Company well in advance so that the Board / Audit Committee has adequate time to obtain and review information about the proposed transaction.
- d) In addition to the above, the Board / Audit Committee is required to identify other Related Parties based on control exercised by the Company on them and *vice-versa* within the meaning of Companies Act, 2013, Listing Regulations and applicable Accounting Standards.

5. Approval Framework

5.1 Approval by the Audit Committee

- a) **Prior Approval for All RPTs:** All Related Party Transactions and subsequent modifications thereon irrespective of their value or whether they are in the ordinary course of business and at arm's length, shall require the prior approval of the Audit Committee.

Provided that only those members of the Audit Committee, who are Independent Directors, shall approve related party transactions.

- b) **Transactions involving Subsidiaries:** Provided Further that Prior Approval of the Audit Committee shall also be required for the following Related Party Transactions:

- i. A 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 10%** of the **Annual Consolidated Turnover**, as per the last Audited Financial Statements of the Company;
- ii. A 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 10%** of the **Annual Standalone Turnover**, as per the last audited financial statements of the subsidiary;
- iii. A Related Party Transaction to which the subsidiary of a listed entity is a party but the listed entity is not a party, shall require prior approval of the Audit Committee of the listed entity if the value of such transaction whether entered into individually or taken together with previous transactions during a financial year, exceeds **10% (ten)** per cent of the **Annual Standalone Turnover**, as per the last audited financial statements of the subsidiary;
- iv. Prior Approval of the Audit Committee of the listed entity shall not be required for a Related Party Transaction to which the listed subsidiary is a party but the listed entity is not a party, if regulation 23 and sub-regulation (2) of regulation 15 of these regulations are applicable to such listed subsidiary.

In case any member of the Committee is interested in the transaction proposed for approval, the interested member shall abstain from voting and only the disinterested members shall vote on the resolution.

- c) **No Audit Committee Approval required:** Remuneration and sitting fees paid by the listed entity 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.
- d) **Omnibus Approval by Audit Committee:** Audit Committee may grant **Omnibus Approval** for Related Party Transactions proposed to be entered into by the company subject to the following conditions: -
- i. The Audit Committee shall satisfy itself on the need for omnibus approval for transactions of **repetitive nature** and that such approval is in the interest of the company;
 - ii. the Omnibus Approval shall specify:
 - the name(s) of the related party,
 - nature of transaction,
 - period of transaction,
 - maximum value of the transactions, in aggregate, which can be allowed under the omnibus route in a year,
 - the maximum value per transaction that shall be entered into;
 - the indicative base price / current contracted price and the formula for variation in the price if any;
 - extent and manner of disclosures to be made to the Audit Committee at the time of seeking omnibus approval; and
 - such other conditions as the audit committee may deem fit;
 - iii. **Omnibus Approval by Audit Committee for Unforeseen RPTs:** Where the need for related party transaction cannot be foreseen and aforesaid details are not available, audit committee may make omnibus approval for such transactions subject to their value not exceeding **Rupees One Crore (Rs. 1Cr.)** per transaction.
 - iv. **Periodical review of Omnibus Approval:** The audit committee shall review, at least on a **Quarterly basis**, the details of related party transactions entered into by the listed entity or its subsidiary pursuant to each of the omnibus approvals given;

- v. **Transactions which cannot be subject to the omnibus approval by the Audit Committee.**
 - Transactions which are either not in the ordinary course of business or not on an arm's length basis;
 - Transactions in respect of selling or disposing of the undertaking of the Company;
 - Transactions which are not in the interest of the Company;
 - Such other transactions specified under Applicable Law from time to time.
- vi. **Validity of Omnibus Approval:** Such omnibus approvals shall be valid for a period not exceeding one year and shall require fresh approvals after the expiry of one year.

5.2 Approval by Board of Directors

- A. Approval of Board should be required where;
 - i. Audit Committee determines that a Related Party Transaction should be brought before the Board;
 - ii. Board in any case elects to review any Related Party Transaction suo-moto; or
 - iii. Related Party Transaction needs to be approved by the Board under any law for the time being in force.
- B. **"Prior approval" of the Board of Directors:** Any RPT which is not in the ordinary course of business or not at arm's length basis, shall require the prior approval of the Board by a resolution passed at a meeting of the Board.
- C. All Material Related Party Transactions and subsequent Material Modifications as approved and referred by the Audit Committee for Shareholder's Approval shall be placed before the Board for its consideration and approval.
- D. Subject to Audit Committees' approval, the Board may require modifications to the terms of transactions as they deem appropriate under the circumstances.
- E. Where any director is interested in any contract or arrangement with a related party, such director shall not be present at the meeting during discussions on the subject matter of the resolution relating to such contract or arrangement and abstain from discussion and voting for the approval of the Related Party Transaction

F. The agenda of the Board meeting at which the resolution is proposed to be moved shall disclose:

- i. the name of the related party and nature of relationship;
- ii. the nature, duration of the contract and particulars of the contract or arrangement;
- iii. the material terms of the contract or arrangement including the value, if any;
- iv. any advance paid or received for the contract or arrangement, if any;
- v. the manner of determining the pricing and other commercial terms, both included as part of contract and not considered as part of the contract;
- vi. whether all factors relevant to the contract have been considered, if not, the details of factors not considered with the rationale for not considering those factors; and
- vii. any other information relevant or important for the Board to take a decision on the proposed transaction

5.3 Approval by the Shareholders

A. The following Related Party Transactions shall, after the approval of Board, shall also be placed before the shareholders for their prior approval:

- i. All **“Material Related Party transactions”** and subsequent material modifications thereto.
- ii. All Related Party Transactions which are (i) **not in the ordinary course of business** or (ii) **not at arm’s length basis** or (iii) **which are in excess of the limits** prescribed under the Act, thereby requiring the approval of shareholders.

B. Approval of Shareholder is not required:

- i. In case of 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.
- iii. In case of transaction to which the listed subsidiary is a party but the listed entity is not a party, if regulation 23 and sub-regulation (2) of regulation 15 of these regulations are applicable to such listed subsidiary.

C. Validity of omnibus approval for RPTs granted by shareholders: The shareholders’ approval of omnibus RPTs approved in an AGM shall be valid up to the date of the next AGM for a period not exceeding fifteen months. In case of omnibus approvals for material RPTs, obtained from shareholders in general meetings other than AGMs, the validity of such omnibus approvals shall not exceed one year.

5.4 Ratification of Related Party Transactions in exceptional cases:

Any Related Party Transaction, which is not under omnibus approval, entered into by the Company with a Related Party, without obtaining the consent of Audit Committee or the Board of Directors or approval of shareholders in General Meeting, can, in genuine cases, be ratified by the Audit Committee or the Board of Directors or the Shareholders at a General Meeting, as reasonably practical after it is entered into or after it becomes reasonably apparent that the transaction is covered by this policy. as permitted under the applicable laws

Ratification by Audit Committee

The members of the Audit committee, who are Independent directors, may ratify Related Party Transactions within Three months (3) from the date of the transaction or in the immediate next meeting of the Audit Committee, whichever is earlier, subject to the following conditions:

- a) 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**;
- b) the transaction is not material in terms of the provisions of sub-regulation (1) of this regulation and as defined in Clause 3 (9) of this Policy.
- c) rationale for inability to seek prior approval for the transaction shall be placed before the Audit Committee at the time of seeking ratification;
- d) 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 SEBI (LODR) Regulation;
- e) 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.

Ratification by Board / Shareholders

- a) For transactions that are required to be approved by the Board, but not approved prior to its consummation, the same shall also be required to be ratified by the Board within a period of **three months** from the date of entering into such a transaction. Furthermore, if the said transaction is a Material Related Party Transaction or a Material Modification thereto, then the same will also be required to be placed before the shareholders for their approval.
- b) Where any contract or arrangement is entered into by a director or any other employee, without obtaining the consent of the Board or approval by a resolution in the General meeting under sub-section (1) of Section 188 and if it is not ratified by the Board or, as the case may be, by the shareholders at a meeting within three months from the date on which such contract or arrangement was entered into, such contract or arrangement shall be voidable at the option of the Board or, as the case may be, of the shareholders and if the contract or arrangement is with a related party to any director, or is authorised by any other director, the Directors concerned shall indemnify the company against any loss incurred by it.

5.5 Information to be placed before the Audit committee and the Shareholders for consideration of RPTs:

Pursuant to the SEBI Circular **SEBI/HO/CFD-PoD/P/CIR/2015/18** dated **February 14, 2025**, The Company shall provide the minimum information in respect of following RPT's entered / proposed to be entered into by company on or After 01st April, 2025 in accordance with **Industry Standards** on "**Minimum information to be provided for review of the Audit Committee and Shareholders for Approval of a Related Party Transaction**", (hereinafter refers as "**these standards**") as per following "Applicability Matrix":

- a) **Material RPT** as defined above under Clause 3.9 as required under Regulation 23(1) & (1A) of the LODR Regulations.
- b) Transaction(s) with a related party, where the transaction(s) to be entered into individually or taken together with previous transactions during a financial year, exceed lower of the following:
 - i. 2% of turnover, as per the last audited consolidated financial statements of the listed entity;
 - ii. 2% of net worth, as per the last audited consolidated financial statements of the listed entity, except in case the arithmetic value of the net worth is negative;

- iii. 5% of the average of absolute value of profit or loss after tax, as per the last three audited consolidated financial statements of the listed entity.

Applicability Matrix

Type of Transaction	Threshold	Balance Sheet / P&L Items	Approvals required	Disclosure requirement
Material RPT	As provided above in sub-para (1)	Both	Audit Committee + Shareholders	Comprehensive disclosures
Other RPT, but which is with promoter or promoter group or person/ entity in which promoter or promoter group has concern or interest	Exceed the threshold provided above in sub-para (2)	Balance sheet items	Audit Committee	Comprehensive disclosures
		P&L items		Comprehensive disclosures
	Less than the threshold as provided above in sub-para (2)	Balance sheet items	Audit Committee	Comprehensive disclosures
		P&L items		Limited disclosures
Residual RPT	Transaction(s) with a related party to be entered into individually or taken together with previous transactions during a financial year exceeding Rs. one crore	Both	Audit Committee	Limited disclosures

Explanation: For the purposes of this applicability matrix:

- 1) Promoter or promoter group shall be **deemed to be concerned or interested in any person**, if they in any way, whether directly or indirectly—

- a) where the person is a body corporate, holds more than 2% shareholding or voting rights of that body corporate, or is a promoter, managing director, manager, Chief Executive Officer of that body corporate; or
- b) where the person is a firm or other entity, the promoter(s) or the promoter group is a partner, owner or member, as the case may be

2) Balance Sheet items include:

- a) B(3): Loans, inter-corporate deposits or advances given by the listed entity or its subsidiary;
- b) B(4): Investment made by the listed entity or its subsidiary;
- c) B(5): Guarantee (excluding performance guarantee), surety, indemnity or comfort letter, by whatever name called, made or given by the listed entity or its subsidiary;
- d) B(6): Borrowings by the listed entity or its subsidiary; and
- e) B(7): 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.

3) P&L items include:

- a) B(2): Sale, purchase or supply of goods or services or any other similar business transaction; and
- b) B (8): Payment of royalty.

4) Comprehensive Disclosures, Limited disclosures, Minimum disclosures- means same as explained under these Standards.

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

- 1) The management of the Company shall provide the Audit Committee with the information, as specified in **Para 4** of these Standards, while placing any proposal for review and approval of a RPT.
- 2) **While collecting and collating the information, the management of the Company shall take into account the following:**
 - a) Provide comments against each information where it is sought in the format specified in Para 4 of these Standards against transaction-based information. Indicate 'NA', where the field is not applicable and 'NIL', where no comments have been provided.

- b) Certificates** from the CEO or CFO or any other KMP of the Company and from every director of the Company who is also promoter (“promoter director”) to the effect that:
- i. the RPTs to be entered into are not prejudicial to the interest of public shareholders; and
 - ii. the terms and conditions of the RPT are not unfavourable to the company, compared to the terms and conditions, had similar transaction been entered into with an unrelated party.

However, if any promoter director does not provide such certificate, the same shall be informed to the Audit Committee and the shareholders, if it is a Material RPT as specified in Para 1(1).

- c) Copy of the valuation or other report of external party, if any, shall be placed before the Audit Committee.
- d) If audited financial statements of the related party as required to be submitted to Audit Committee are not available for any financial year, the financial details shall be certified by the related party.
- e) If the related party follows a different financial year, this fact shall be disclosed.
- f) In the case of the payment of royalty [as provided in B(8) in the format as specified in Para 4 of these Standards], management fees, service fees, etc., if any, shall be explicitly bifurcated and disclosed.
- g) In the case of the payment of royalty [as provided in B(8) in the format as specified in Para 4 of these Standards], the criteria for selecting Industry Peers shall be as follows:
 - i. The Company will strive to compare the royalty payment with a minimum of three Industry Peers, where feasible. The selection shall follow the following hierarchy:
 - A. Preference will be given to Indian listed Industry Peers.
 - B. If Indian listed Industry Peers are not available, a comparison may be made with listed global Industry Peers, if available.
 - ii. If no suitable Indian listed/ global Industry Peers are available, the Company may refer to the peer group considered by SEBI-registered research analysts in their publicly available research reports (“Research Analyst Peer Set”). If the Listed Entity’s business model differs from such Research Analyst Peer Set, it may provide an explanation to clarify the distinction.
 - iii. In cases where fewer than three Industry Peers are available, the company will disclose, that only one or two peers are available for comparison.

- 3) If the Audit Committee has any comments on the line items as per the format specified in Para 4 of these Standards, it shall provide them accordingly. However, comments are required only for applicable line items, while non-applicable line items may be left blank.
- 4) The policy on materiality shall be reviewed by the Board at least once every three years and updated accordingly.

6. Disclosure Requirements

Disclosures as appropriate concerning the related party transactions and/or Material Related Party Transactions shall be made in the Annual Report of the Company including its Financial Statements, on the website of the Company and also to the Stock Exchanges where equity shares of the Company are listed and to such other authority as may be prescribed, from time to time within the time frame and following the procedure as required under the Applicable Laws.

7. Miscellaneous

This policy is framed based on the provisions of the Companies Act, 2013 and Rules framed thereunder and the requirements of Listing Regulations, as amended from time to time.

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

8. Amendment to this policy

The Board of Directors may as per the recommendations of Audit Committee amend this Policy, as and when deemed fit.

In case of any amendment(s), clarification(s), circular(s) etc. issued by the relevant Statutory authorities, not being consistent with the provisions laid down under this Policy, then such amendment(s), clarification(s), circular(s) etc. shall prevail upon the provisions hereunder and this Policy shall stand amended accordingly from the effective date as laid down under such amendment(s), clarification(s), circular(s) etc.

9. Disclosure of the Policy

The Policy will be uploaded on the website of the Company

ANNEXURE A

“Related Party” means—

A. Under the SEBI (LODR) Regulations, 2015

Regulation 2 sub regulation (zb) of SEBI(LODR) Regulations, 2015 states that:

“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 Ten per cent or more (10%) equity shares 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 immediately Preceding Financial Year shall be deemed to be a Related Party.

B. Under the Companies Act, 2013

Sub-section (76) of section 2 of 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 is a member or director;
- v. a public company in which a director or manager is a director and holds along with his relatives, more than two per cent. of its paid-up share capital;
- vi. any 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. such other person as may be prescribed

ANNEXURE B

“RELATED PARTY TRANSACTIONS” means

A. Under the SEBI (LODR) Regulations, 2015

As defined under Regulation 2(1)(zc) of Listing Regulations, 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, with effect from April 1, 2023;

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 by the listed entity 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:

Provided further that this definition shall not be applicable for the units issued by mutual funds which are listed on a recognised stock exchange(s);



B. Under the Companies Act, 2013

As per Section 188 of the Act, shall mean contracts or arrangements with related party with respect to: -

- 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.