



KIFS Housing Finance Limited

**RELATED PARTY TRANSACTIONS
POLICY**

Version	Prepared by	Reviewed by	Approved by	Approved Date
1.0	Swarnpal Singh Bais	Board	Board	11th July, 2017
-	-	Board	Board	May 04, 2018
-	-	Board	Board	April 12, 2019
-	-	Board	Board	June 11, 2020

1. Preamble

In terms of Section 188 of the Companies Act, 2013 read with rules made thereunder, the Board of Directors (the “Board”) of KIFS Housing Finance Limited (the “Company” or “KHFL”), have basis the recommendations of the Audit Committee Members framed and adopted the Related Party Transaction Policy [“Policy” or “this Policy”] which defines and lays down the procedures with regard to Related Party Transactions. This policy aims to regulate transactions between the Company and its Related Parties, based on the laws and regulations applicable to the Company.

2. Purpose and Objective

This Policy is framed as per the requirement of Section 188 and other applicable provisions of the Act and the rules framed thereunder and “Housing Finance Companies – Corporate Governance (National Housing Bank) Directions, 2016” issued by the National Housing Bank (NHB) vide Notification No. NHB.HFC.CG-DIR.1/MD&CEO/2016 dated 9th February 2017. The objective of this Policy is to regulate transactions with related parties and ensure transparency between them. It sets out the materiality thresholds for related party transactions and the manner of dealing with such transactions in accordance with the provisions of Companies Act, 2013. Such Transactions are appropriate only if they are in the best interest of the Company and its Members.

3. Definitions

“**Applicable Law**” includes (a) the Companies Act, 2013 and rules made thereunder; (b) any other statute, law, standards, regulations or other governmental instruction relating to Related Party Transactions.

“**Act**” means the Companies Act, 2013 and rules made thereunder and includes any amendment(s)/ modification(s) thereof.

“**Arms Length Transaction**” explanation (b) to Section 188(1) of the Companies Act, 2013 defines an “arm’s length transaction” to mean *a transaction between two related parties that is conducted as if they were unrelated, so that there is no conflict of interest.*

“**Associate Company**” in terms of Section 2(6) of the Companies Act, 2013 “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.*

For the purposes of this term ‘Associate Company’, “significant influence” means control of at least twenty per cent of total share capital, or of business decisions under an agreement.

The applicable Accounting Standard 18 pertaining to Related Party Disclosures (AS 18) notified by the Companies (Accounting Standards) Rules, 2006, defines an associate to mean *an enterprise in which an investing reporting party has significant influence and which is neither a subsidiary nor a joint venture of that party.*

For the purposes of AS 18, “*significant influence*” means *the participation in the financial and/or operating policy decisions of an enterprise, but not control of those policies.*

“**Audit Committee/Committee**” means Committee of Board of Directors of the Company constituted as per the provisions of Companies Act, 2013.

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

“**Compliance Officer**” means the Company Secretary of the Company or such other compliance officer as identified by the Board and/or Management of the Company.

“**Key Managerial Personnel**” (as defined in Section 2(51) of the Companies Act, 2013), in relation to the Company, means –

- i. Chief Executive Officer or the Managing Director or the Manager
- ii. Company Secretary
- iii. Whole Time Director
- iv. Chief Financial Officer and
- v. Such other officer as may be prescribed by the Government.

“**Policy**” means Related Party Transaction Policy.

“**Material Related Party Transaction(s)**” means transaction/transactions with the related party to be entered into individually or taken together with previous transactions during a financial year, exceeds ten percent of the annual consolidated turnover of the Company, as per the last audited financial statements of the company.”

“**Related Party**” shall mean a related party as defined under sub-section (76) of Section 2 of the Companies Act, 2013 or under the applicable accounting standards Section 2(76) of the Companies Act, 2013, as referred above, defines Related Party as —

- 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 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; [Except advice, directions or instructions given in a professional capacity]
- vii. Any person on whose advice, directions or instructions a director or manager is accustomed to act. [Except advice, directions or instructions given in a professional capacity]
- viii. Any company which is a holding, subsidiary or an associate company of such company; or a subsidiary of a holding company to which it is also a subsidiary.
- ix. A director other than an Independent Director or Key Managerial Personnel of the holding Company or his relative with reference to a Company.

Rule 3 of the Companies (Specification of Definitions Details) Rules, 2014, provides that a director (excluding independent directors) or key managerial personnel of the holding company or his relative with reference to a company shall also be deemed to be a related party.

“Relative” as per section 2 (77) of the Companies Act, 2013, with reference to any person, shall be deemed to be relative of another, if he or she is related to another in the following manner, namely:-

- i. Father, includes step-father.
- ii. Mother, includes step-mother.
- iii. Son, includes step-son
- iv. Son’s wife.
- v. Daughter.
- vi. Daughter’s husband.
- vii. Brother, includes step-brother.
- viii. Sister, includes step-sister.
- ix. Are members of a Hindu Undivided Family
- x. They are Husband and wife.

“Related Party Transaction” shall mean to include:

- a. Transfer of resources, services or obligations between the Company and a related party, 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;
- b. contracts or arrangements entered into with related party for:
 - i. Sale, purchase or supply of any goods or materials;
 - ii. Selling or otherwise disposing of, or buying, property of any kind;
 - iii. Leasing of property of any kind;
 - iv. Availing or rendering of any services;
 - v. Appointment of any agent for purchase or sale of goods, materials, services or property;
 - vi. Such related party's appointment to any office or place of profit in the company, its subsidiary company or associate company; and
 - vii. Underwriting the subscription of any securities or derivatives thereof, of the Company.

“Transaction” means any transfer of resources, services or obligations between two or more parties.

Any other term not defined herein shall have the same meaning as defined in the Companies Act, 2013 or any other applicable law or regulation(s).

4. Terms of the Policy

All Related Party Transactions will be subject to following approval matrix, as may be applicable:

Provisions	Ceiling on the Amount	Approval Required		
		Audit Committee	Board of Directors	Shareholders (Ordinary Resolution)
Transactions in the <i>ordinary course of business</i> and on <i>arm's length basis</i>	up to 10% of the annual consolidated turnover of the Company	√	-	-
	<i>In excess of above limits</i>	√	√	√ (All related parties to abstain from voting.)
Transactions either not in the <i>ordinary course of business</i> or <i>arm's length basis</i>				
Sale, purchase or supply of any goods or materials, directly or through appointment of agent.		√	√	Exceeding 10% of the turnover or Rs. 100 crore, whichever is lower <i>Note: Related Parties that are parties to the contract shall abstain from voting.</i>
Selling or otherwise disposing of or buying property of any kind, directly or through appointment of agent.		√	√	Exceeding 10% of the net worth or Rs. 100 crore, whichever is lower <i>Note: Related Parties that are parties to the contract shall abstain from voting.</i>
Leasing of property of any kind.		√	√	Exceeding 10% of the turnover or 10% of the net worth, or Rs. 100 crore whichever is lower <i>Note: Related Parties that are parties to the contract shall</i>

				<i>abstain from voting.</i>
Availing or rendering of any services, directly or through appointment of agent.		√	√	Exceeding 10% of the turnover or Rs. 50 crore, whichever is lower <i>Note: Related Parties that are parties to the contract shall abstain from voting.</i>
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 <i>Note: Related Parties that are parties to the contract shall abstain from voting.</i>
underwriting the subscription of any securities or derivatives thereof, of the Company		√	√	Remuneration exceeding 1% of net worth <i>Note: Related Parties that are parties to the contract shall abstain from voting.</i>
any other transaction with related parties, other than those covered above, resulting in transfer of resources, obligations or services		√	For Transactions that are not on arm's length basis.	Exceeding 10% of the annual consolidated turnover of the Company <i>Note: All related parties to abstain from voting.</i>

5. Procedure

1. Identification of Related Parties and Related Party Transactions

The Compliance Officer shall:

- a. Identify and keep on record the Company's Related Parties, along with their personal/company details.

- b. Update the record of Related Parties whenever necessary and shall be reviewed at least once a year, as on 1st April every year.
- c. Furnish on a quarterly basis to the concerned departments viz. Accounts, Operations, Administration and such other concerned departments at Corporate Office and branches, who are responsible for entering into contracts/ arrangements/ agreements with entities for and on behalf of the Company, and circulate the list of Related Parties to all such employees of the Company along with the approval thresholds for entering into transactions with such enlisted Related Parties.
- d. Place the record of Related Parties before the Audit Committee [annually].
- e. Ensure that internal systems have been created to ensure that the concerned employees approving the transactions are not related to the contracting parties and alternative approving authorities are put in place. The internal systems shall be placed before the Audit Committee and shall be circulated amongst all concerned employees for effective monitoring of all Related Party Transactions.

Ensure that Senior Management Personnel furnish a certificate to the Audit Committee annually relating to all material, financial and commercial transactions with Related Parties, where they have personal interest that may have a potential conflict with the interest of the listed entity at large.

2. Ascertaining whether Related Party Transactions are on an Arm's Length Basis

(i) The following illustrative tests may be used by the Audit Committee for ascertaining arm's length nature of contracts / arrangements that may be entered into by the Company with related parties, or any modification, variation, extension or termination thereof: -

- a. The contracts/ arrangements are entered into with Related Parties, are at such prices/ discounts/ premiums and on such terms which are offered to unrelated parties of similar category/ profile.
- b. The contracts/ arrangements have been commercially negotiated.
- c. The pricing is arrived at as per the rule/guidelines that may be issued by or acceptable for the purpose of NHB/ Ministry of Corporate Affairs, Government of India/ Income Tax Act, 1961, as applicable to any of the contract/ arrangements contemplated under the Companies Act, 2013, Rules framed thereunder.
- d. The terms of contract/arrangement other than pricing are generally on a basis similar to those as may be applicable for similar category of goods and services or similar category/ profile of counterparties.
- e. Such other criteria as may be issued under Applicable Law.

(ii) Further, in order to determine the optimum arm's length price, the Company may also apply the most appropriate method from any of the following methods as prescribed under Section 92C(1) of the Income Tax Act, 1961 read with Rule 10B of the Income Tax Rules, 1962 –

- a. Comparable Uncontrolled Price method (CUP method)

- b. Resale Price Method
- c. Cost Plus Method
- d. Profit Split Method
- e. Transactional Net Margin Method
- f. Other Method as prescribed by the Central Board of Direct Taxes

(iii) The Audit Committee shall be entitled to rely on professional opinion or representation from the counter party in this regard.

(iv) Further, the Company shall also obtain, if so required by the Audit Committee, a certificate from an internal auditor or such other agency duly appointed for the purpose of certifying that all the transactions that have been /are to be entered into with Related Parties, are in accordance with the most appropriate pricing methodology as suggested by the independent external agency and also in the ordinary course of business of the Company.

3. Ascertaining whether Related Party Transactions are in the Ordinary Course of Business

i. Although the term “Arm’s Length Basis” has been defined under Section 188 of the Companies Act, 2013, what transactions would be considered to be in the “ordinary course of business” has not been specified under the Companies Act, 2013. In the case of *Seksaria Biswan Sugar Factory Ltd. v. Commissioner of Income Tax, Bombay*¹, the Bombay High Court, in relation to what constitutes ‘ordinary course of business’, observed that “it must be found as to whether the particular act has any connection with the normal business that the company is carrying on and whether it is so related to the business of the company that it can be considered to be performed in the ordinary course of the business of that company.”

A. Therefore, in order to determine whether a transaction is within the ordinary course of business or not, some of the principles that may be adopted to asses are as follows:

- a) whether the transaction is in line with the usual transactions, customs and practices undertaken by the company to conduct its business operations and activities,
- b) whether it is permitted by the Memorandum and Articles of Association of the company; and
- c) whether the transaction is such that it is required to be undertaken in order to conduct the routine or usual transactions of a company.

B. Any of the following conditions are met:

- a. The transaction, including, but not limited to sale or purchase of goods or property, or acquiring or providing of services, conveying or accepting leases, transfer of any resources, hiring of any executives or other staff, providing or availing of any guarantees or collaterals, or receiving or providing any financial assistance, or issue, transfer, acquisition of any securities, is in the normal routine of the Company’s business; or

b. The transaction is in the nature of reimbursements, received or provided, from or to any related party, whether with or without any mark-up towards overheads, and is considered to be congenial for collective procurement or use of any facilities, resources, assets or services and subsequent allocation of the costs or revenues thereof to such related party in an appropriate manner; and

C. The transaction is not

a. an exceptional or extra ordinary activity as per applicable accounting standards or financial reporting requirements;

b. any sale or disposal or any undertaking of the Company, as defined in explanation to clause (a) of sub-section (1) of section 180 of Companies Act, 2013.

ii. The Company may also consider whether the transaction contemplated under the proposed contract or arrangement is either similar to contracts or arrangements which have been undertaken in the past, or, in the event that such transaction is being undertaken for the first time, whether the Company intends to carry out similar transactions in the future.

iii. Further, whether the transaction value is within the reasonable range for similar types of other transactions, will also be an important consideration. An exceptionally large value transaction should invite closer scrutiny.

4. Procedure for approval and review of Related Party Transactions

(i) Subject to the threshold limits specified below, all Related Party Transactions or changes therein must be referred for prior approval by the Audit Committee in accordance with this Policy.

(ii) The threshold limits for approvals will be as follows:

a. The transactions, for which omnibus approval of the Audit Committee has already been sought, will not require prior approval of the Audit Committee for each transaction entered into pursuant to the same.

b. Transactions above the value of Rs. 1 Crore per transaction may be granted omnibus approval by Audit Committee subject to criteria specified under Clause 5 below. Further, such transactions shall be reported to the Audit Committee on quarterly basis.

c. All Related Parties Transactions other than those falling under Points (i) and (ii) above for which no omnibus approval has been accorded, shall require prior approval of Audit Committee.

d. Transactions between the Company and its wholly owned subsidiary companies will be governed by criteria above unless exempted under the Applicable Law.

(iii) Related Party Transactions that are not in ordinary course of business but on arm's length basis may be approved by Audit Committee. Where such Related Party Transactions fall under Section 188 (1) of the Act, the Audit Committee shall recommend the transaction for approval of the Board.

(iv) Related Party Transactions that are not on arm's length basis, irrespective of whether those are covered under Section 188 of the Act or not, may be placed by the Audit Committee, along with its recommendations, to the Board for appropriate action.

(v) All relevant facts pertaining to a Related Party Transaction shall be placed with the Audit Committee, inclusively:

- a. the name of the related party and nature of relationship;
- b. the nature, duration of the contract and particulars of the contract or arrangement;
- c. the material terms of the contract or arrangement including the value, if any;
- d. any advance paid or received for the contract or arrangement, if any;
- e. the manner of determining the pricing and other commercial terms, both included as part of contract and not considered as part of the contract;
- f. 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
- g. any other information relevant or important for the Committee to take a decision on the proposed transaction.

(vi) Audit Committee shall be entitled to call for such information/ documents in order to understand the scope of the proposed related party transaction(s) and recommend an effective control system for the verification of the supporting documents.

(vii) In determining whether approval can be accorded to a Related Party Transaction, the Audit Committee shall consider the following factors:

- a. whether the Related Party Transaction is in the ordinary course of business of the Company;
- b. whether the terms of the Related Party Transaction are on arm's length basis;
- c. whether there are any adequate reasons of business expediency for the Company to enter into the Related Party Transaction, after comparing alternatives available, , if any;
- d. whether the Related Party Transaction would affect the independence of any director/ key managerial person;
- e. whether the proposed Related Party Transaction includes any potential reputational/ regulatory risks that may arise as a result of or in connection with the proposed transaction; and
- f. 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 Related Party, the direct or indirect

nature of interest of the Related Party in the transaction and such other factors as the Audit Committee deems relevant.

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

(ix) If the Related Party Transaction needs to be approved at a general meeting of the shareholders by way of a resolution pursuant to Applicable Law, the Board shall ensure that the same be put up for approval by the shareholders of the Company.

(x) Where, owing to exigencies, Related Party transactions have been entered into without being placed for prior approval by the Audit Committee, reasoned explanation for the same must be received from the contracting employees to the satisfaction of the Audit Committee. The Audit Committee may ratify such transactions, or may put forth the transactions before the Board along with its recommendations, and the Board may either ratify such transactions or seek to avoid the same. The Audit Committee recommendations may also include appropriate measures against the contract employee authorising such transactions without prior approval of the Audit Committee.

(xi) If approval of the Board / general meeting, where applicable, for entering into a Related Party Transaction is not feasible, then the Related Party Transaction shall be ratified by the the Board / general meeting, if required, within 3 months of entering in the Related Party Transaction.

(xii) In any case where either the Audit Committee /Board / a general meeting determines not to ratify a Related Party Transaction that has been commenced without approval, the Committee or Board or the general meeting, 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 for ratification. In connection with any review of a Related Party Transaction, the Audit Committee / Board has authority to modify or waive any procedural requirements of this Policy.

(xiii) No member of the Audit Committee/ Board shall participate in the review or approval of any Related Party Transaction in which such member is interested, except that the director/ Key Managerial Personnel shall provide all material information concerning the Related Party Transaction to the Audit Committee / Board.

(xiv) If a Related Party Transaction is of ongoing nature, the Board / Audit Committee may establish guidelines for the Company's management to follow in its ongoing dealings with the Related Party. Thereafter, the Board, on at least an annual basis, shall review and assess on-going relationships with the Related Party to ensure that they are in compliance with the Act and rules made thereunder and this Policy and that the Related Party Transaction remains appropriate.

(xv) Nothing in this Policy shall override any provisions of law made in respect of any matter stated in this Policy.

5. Omnibus Approval by the Audit Committee

(i) In case of certain frequent/ repetitive/ regular transactions with Related Parties which are in the ordinary course of business of the Company (including transactions for support services/ sharing of services with Subsidiary / Associate Companies, Sub Lease of Office Premises or Office Sharing Agreement with Associate Companies or any other transactions or arrangements as it may deem appropriate, being proposed to be entered into Arms Length Basis), the Audit Committee may grant an omnibus approval for such Related Party Transactions proposed to be entered into by the Company, subject to the following conditions:

a. The Audit Committee shall grant such omnibus approval in line with this Policy based on the following criteria:

i. Frequency of the transactions, based on either the past record of similar transactions, or expected frequency during the current financial year;

ii. Volumes of transactions undertaken with such Related Party. The maximum value of the transactions, per transaction or in aggregate, shall not exceed 10% of annual consolidated turnover of the Company, whichever is lower.

iii. Disclosure of the following matters to the Audit Committee at the time of seeking omnibus approval in a manner so as to enable effective decision making:-

a. Projected growth rate in the business with the Related Party in the financial year for which omnibus approval is sought;

b. Contractual terms offered by other parties for similar transactions;

c. Adherence to any conditions on the contractual terms with such Related Parties, for instance, floor and cap on the pricing, credit terms, escalation in costs, quality checks etc.

b. Audit Committee shall satisfy itself the need for such omnibus approval and that such approval is in the business interest of the Company.

c. Such omnibus approval shall specify the following:-

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 or current contracted price and the formula for variation in the price, if any;

iii. The maximum transaction values and/or the maximum period for which the omnibus approval shall be valid; and

iv. such other conditions as the Audit Committee may deem fit;

Provided that where the need for Related Party Transaction cannot be foreseen and the aforesaid details are not available, the Audit Committee may grant omnibus approval for such transactions subject to their value not exceeding Rs. 1 Crore per transaction.

(ii) The details of such transactions viz. actually entered into/ executed by the Company will be tabled for review before the Audit Committee quarterly in every financial year.

(iii) Exceptions allowed under Applicable Laws to Related Party Transactions shall be exempted from the scope of this policy unless the Audit Committee decides otherwise.

(iv) Omnibus approval granted after 1st April, 2016 shall be reviewed at the last meeting of every preceding financial year and such approvals shall be valid till the conclusion of the immediately following financial year.

(v) Notwithstanding the generality of foregoing, Audit Committee shall not grant omnibus approval for following transactions:-

- a. Transactions which are not in ordinary course of business or not on arm's length basis;
- b. Transactions in respect of selling or disposing of the undertaking of the Company;
- c. Transactions which are not in the interest of the Company;
- d. Such other transactions specified under Applicable Law from time to time.

6. Disclosures

- Every Director of a 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—

(a) With a body corporate in which such director or such director in association with any other director, holds more than two per cent shareholding of that body corporate, or is a promoter, manager, Chief Executive Officer of that body corporate; or

(b) With a firm or other entity in which, such director is a partner, owner or member, as the case may be, 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 such meeting:

Provided that where any director 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, 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.

- Each Director, Key Managerial Personnel shall be required to disclose to the Audit Committee any potential Related Party Transaction(s) proposed to be entered into by them or their relatives.

- The Related Party Transaction entered into with the related party/ies shall be disclosed in the Director's Report / Annual Report as per the disclosure requirement(s) of the Companies Act, 2013. Material Transactions exceeding the threshold limits as prescribed under Rule 15 sub rule(3) of Companies (Meetings of Board and its Powers) Second Amendment Rules, 2014 shall be disclosed under "Details of material contracts or arrangements or transactions at arms' length" in Form no. AOC-2 as a part of the Directors Report, as prescribed under Companies Act, 2013.

- The particulars of all the Related Party Transaction entered into with the approval of the Audit Committee / Board of Directors / Shareholders shall be entered into the Register of Contracts or Arrangements in which Directors are interested, maintained by the Company as per the provisions of the Companies Act, 2013 and rules framed thereunder.
- All entities falling under the definition of related parties shall abstain from voting at the Board Meeting or at Annual General Meeting irrespective of whether the entity is a party to the particular transaction/ contract / arrangement or not.
- This Policy shall be uploaded on the website of the Company and a web link thereto shall be provided in the Annual Report.
- Quarterly/periodical updates shall be provided to the Audit Committee members on the related party transactions entered by the Company.

7. Ratification

If any contract or arrangement is entered into by a director or any other employee of the Company, without obtaining the consent of the Board or approval by a resolution in the general meeting as per the provisions of Section 188 (1) of the Companies Act, 2013 and if it is not ratified by the Board and/or by the shareholders at a meeting, as the case may be, 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 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.

However, the above provisions for ratification shall not apply to the Material Related Party Transactions.

8. Limitation and Amendments

As the Audit Committee of Directors of the Company is entrusted with the task of reviewing and approving transactions with Related Parties or any subsequent modifications thereof, the Audit Committee shall be the reviewing authority with respect to this Policy and shall recommend this Policy or amendments thereof for approval of the Board.

The Managing Director, CEO and CS shall have the authority, either singly or jointly, to issue such guidance and clarifications as may be deemed necessary for the implementation of this Policy. They are also authorized to delegate such powers as may be considered necessary and appropriate for effective administration and enforcement of this Policy to any officer(s) of the Company.

This Policy may be amended, pursuant to the recommendation of the Audit Committee and subject to the approval of the Board. The Audit Committee may review this Policy at such interval as it may deem necessary and recommend the changes, if any, to this Policy for the approval of the Board of Directors of the Company.

This Policy shall be subject to amendments in accordance with Regulations, Rules, Circulars, Notifications, etc. as may be issued by regulatory authorities, from time to time. In case of any amendments, circulars, clarifications issued by relevant authorities not being consistent with the provisions laid down under this policy, then such amendments shall prevail upon the provisions hereunder and this Policy shall accordingly stand amended from the effective date. Any subsequent amendment/modification in Act and/or applicable laws in this regard shall automatically apply to this Policy. Likewise, reference in this Policy to accounting standards shall be deemed to refer to the contemporaneous accounting standards as applicable to the Company at the relevant time.