



## **MAANAVEEYA DEVELOPMENT & FINANCE PRIVATE LIMITED**

### **POLICY ON RELATED PARTY TRANSACTION**

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## 1. INTRODUCTION

Maanaveeya Development & Finance Private Ltd. (*hereafter referred as "the Company" or "MV"*) was incorporated in August 2004. The Company is registered with Reserve Bank of India (RBI) as a Non-Banking Finance Company, falling under the category of 'NBFCs-Middle layer' (NBFCs-ML), as per the regulatory structure of scale based regulation. MV is a development financial institution and extends bulk loans to established Micro-Finance Institutions (MFIs), FI-SME companies, Renewable Energy companies, other organisations engaged in Agri value chain activities.

The Board of Directors (the "Board") of the Company understands the importance of stakeholder's confidence and trust in the Company. In order to preserve the same with transparency and to ensure that there is no conflict of interest inflicting any apprehension in the minds of its stakeholders, the Board of the Company, has adopted the following Policy on Related Party Transaction ("Policy") and procedures with regards to any contract or arrangement with a Related Party, upon recommendation of the Audit Committee under the applicable provisions of the Companies Act, 2013 read with rules framed thereunder (the "Act") as amended from time to time ("Act").

Additionally, the Accounting Standards prescribe the related party relationships and transactions that need to be reported. With a view to provide greater transparency, the Reserve Bank of India (RBI), vide the SBR framework require NBFCs to disclose:

- a) details of all transactions with related parties in the annual report in the prescribed format annexed as **Annexure II** to this policy;
- b) policy on dealing with Related Party Transactions (RPT) on its website and also in the Annual Report.

## 2. OBJECTIVES

The Board recognizes that Related Party Transactions need to be reviewed as per the provisions of the Act, Accounting Standards and Reserve Bank of India. This Policy (defined hereinafter) sets forth the pre-requisites and procedure for the following:

- a. Identification of Related Parties and Related Party Transactions with respect to the Company;
- b. Approval of Related Party Transactions as per the applicable provisions of the Act;
- c. Disclosure of Related Party Transactions as per Ind AS, the Act, RBI and any other applicable law for the time being in force.

## 3. DEFINITIONS

**"Act"** means the Companies Act, 2013 and the rules made thereunder, as amended from time to time.

**"Arm's length transaction"** means a transaction between two related parties that is conducted as if they were unrelated, so that there is no conflict of interest or vested interest in the transaction. Terms will be treated as on 'Arm's Length Basis' if the commercial and key terms are comparable and are not materially different with similar transactions with non-related parties considering all the aspects of the transactions such as quality, realizations, other terms of the contract, etc. In case of contracts with related parties for specified period or quantity or services, it is possible that the terms of one off comparable transaction with an unrelated party are at variance, during the validity of contract with related party. In case the Company is not doing similar transactions with any other non-related party, terms for similar transactions between other non-related parties of similar standing can be considered to establish 'arm's length basis'. Other methods prescribed or this purpose under any law can also be considered for establishing this principle

**"Audit Committee or Committee"** means a committee of the Board of Directors of the Company

constituted under provisions of the Companies Act, 2013 and RBI Directions.

**'Key Managerial Personnel' (KMP)** in relation to a company as per the Act means:

- a. the Chief Executive Officer or the Managing Director or the Manager;
- b. the Company Secretary;
- c. the Whole-Time Director;
- d. the Chief Financial Officer;
- e. such other officer, not more than one level below the directors who is in whole-time employment, designated as Key Managerial Personnel by the Board; and
- f. such other officer as may be prescribed under the Act.

Similarly, KMP as per Ind AS 24 means those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including any director (whether executive or otherwise) of that entity.

**"Lending"** in the context of a 'related party' shall mean extending funded or/ and non-fund-based credit facilities to related parties. While investments in debt instruments of related parties shall be covered for this purpose, equity investments shall be excluded.

**"Manager"** means an individual who, subject to the superintendence, control and direction of the Board of Directors, has the management of the whole, or substantially the whole, of the affairs of a company, and includes a director or any other person occupying the position of a Manager, by whatever name called, whether under a contract of service or not;

**"Material Related Party Transaction / Contract / Arrangement"** means any one of the following transactions with the Related Party which individually or taken together with previous transactions during a financial year in the ordinary course of business, on arms' length basis and fulfilling the criteria of threshold limit as specified respective transaction:-

- a. 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
- b. selling or otherwise disposing of, or buying property of any kind; directly or through appointment of agent - amounting to 10% or more of net worth of the company
- c. leasing of property of any kind- amounting to 10% or more of the turnover of the Company
- d. availing or rendering of any services; - directly or through appointment of agent, amounting to 10% or more of the turnover of the company
- e. such related party's appointment to any office or place of profit in the company, its subsidiary company or associate company - at a monthly remuneration exceeding Rs. 2,50,000/-;
- f. underwriting the subscription of any securities or derivatives thereof, of the company – Remuneration for underwriting exceeding 1% of the net worth; and
- g. payments with respect to brand usage or royalty shall be considered material if the transaction(s) to be entered into, exceed 2% of the annual turnover of the Company.

The Turnover or Net worth referred above shall be computed on the basis of the audited financial statement of the preceding financial year.

**"Related Party"** refers to any person or entity qualifying as a related party in accordance with Section 2(76) of the Companies Act, 2013, Clause 9 of Ind AS 24, and any other applicable statutory or regulatory provisions, as further specified in **Annexure I**.

**"Related Party Transaction"**. as defined under section 188 of the Act, means any transaction involving a transfer of resources, services or obligations, regardless of whether a price is charged and includes –

- Sale, purchase or supply of any goods or materials;
- Selling or otherwise disposing of, or buying property of any kind;

- Leasing of property of any kind;
- Availing or rendering of any services;
- Appointment of any agent for the purchase or sale of goods, materials, services or property;
- Such related party's appointment to any office or place of profit in the Company, its subsidiary Company or associate Company;
- Underwriting the subscription of any securities or derivatives thereof, of the Company;.

As per Ind AS 24, a related party transaction is a transfer of resources, services or obligations between a reporting entity and a related party, regardless of whether a price is charged. Therefore, Related Party Transaction means any transaction between the Company on one side and the Related Party of the Company on other side.

**“Relative”** means a relative as defined under Section 2(77) of the Act and includes anyone who is related in any of the following manner –

- Members of a Hindu undivided family;
- Husband or wife;
- Father (including step-father);
- Mother (including step-mother);
- Son (including step-son);
- Son's wife;
- Daughter;
- Daughter's husband;
- Brother (including step-brother); or
- Sister (including step-sister).

**“Related Person”** with respect to a Company shall mean a person, and the relatives of such a person, where the person:

- (a) is either a promoter, or a director, or a KMP of the company; or
- (b) owns more than five per cent of paid-up equity share capital of the company or can, either singly or jointly, exercise more than five per cent of the voting rights of the company on account of either ownership or voting agreement or through shareholders' agreement or through any other arrangement; or
- (c) can, through an agreement with the company, nominate a director to its Board; or
- (d) is either singly or jointly, in control of the company.

**“Specified employees”** mean all employees of a Company who are positioned upto two levels below the Board and any employee designated as such as per the Company's policy.

**“Subsidiary Company” or “Subsidiary”**, means any other Company in which the Company—

- i. controls the composition of the Board of Directors; or
- ii. exercises or controls more than one-half of the total voting power either at its own or together with one or more of its subsidiary companies

**“Senior Management”** means personnel of the Company who are members of its core management team excluding Board of Directors comprising all members of management one level below the executive directors, including the functional heads engaged in Financial Control, risk management, compliance and internal audit falling under the preview of the regulations.

Unless the context otherwise requires, words and expressions used in this Policy and not defined herein but defined in the Companies Act, 2013 “Act”, as may be amended from time to time shall have the meaning respectively assigned to them therein.

#### 4. POLICY CONTENT

##### A. ORDINARY COURSE OF BUSINESS

Ordinary Course of business means the transactions, customs and practices undertaken by the Company to conduct its business operations and activities (including activities as per its Memorandum and Articles of Association) and all the transactions in which the company regularly deals and repeatedly enters into for the purpose of its business or the transaction is necessary, normal and incidental to business.

The assessment of whether a transaction is in ordinary course of business is very subjective, judgmental and can vary on case-to-case basis giving consideration to the nature of business and objects of the entity.

Following are some of the criteria that may be considered for determining whether the transaction is in the ordinary course of business:

- a. Whether the activity is covered in the objects clause of the Memorandum of Association;
- b. Whether the activity is in furtherance of the business;
- c. Whether the activity is normal or otherwise routine for the particular business (i.e. activities like advertising, staff training, etc.);
- d. Whether the activity is repetitive/frequent;
- e. Whether the transactions are common in the particular industry;

These are not exhaustive criteria and the Company will assess each transaction considering its specific nature and circumstances. However, for all material Related Party Transactions, management shall place before the Audit Committee a brief justification note explaining the basis on which the transaction qualifies as being in the ordinary course of business, having regard to the nature of the Company's business, past practices, and industry norms.

## **B. IDENTIFICATION OF RELATED PARTIES AND RELATED PARTY TRANSACTION**

The following process shall be followed to ensure all related parties are identified in order to obtain the requisite approvals for any transaction with such related parties.

Each Director and KMP shall disclose to the Company Secretary of the Company in form MBP-1, at the time of appointment, beginning of every financial year and whenever there is any change in the disclosure so made, about all persons, entities, firms in which he/she is interested, whether directly or indirectly. The Director shall also declare whether the Board of Directors, managing director or manager of any other body corporate is accustomed to act in accordance with his/her advice, directions or instructions (given otherwise than in a professional capacity).

The representatives from Finance Department, at the beginning of every financial year, shall provide the information to the Company Secretary about the Related Parties within the Group Companies, and subsequent changes therein forthwith.

The Company Secretary shall compile the information received from all concerned and send the information about such Related Parties to the respective teams for their information and necessary action.

The concerned functional/ business head(s) or any employee of the company shall forward to the Company Secretary and Chief Financial Officer, the details of any proposed Related Party Transaction with the draft terms and conditions or other relevant supporting documents to justify that such transactions are at Arm's Length and in the Ordinary Course of Business. The Company Secretary, upon receipt of such information, will review the transactions and supporting documents and if required seek additional information on the proposed Related Party Transaction, after which it will be referred to the Audit Committee for its approval and further action, if any.

Any proposed modification(s) in the Related Party Transactions already entered into shall be intimated to the Company Secretary and Chief Financial Officer by the functional/ business head, which shall be placed before the Board/Audit Committee/ Shareholders as may be applicable for their prior approval in accordance with this Policy. The Company Secretary shall accordingly determine whether a transaction does, in fact, constitute a RPT requiring compliance with this Policy.

## **C. REVIEW AND APPROVAL OF RELATED PARTY TRANSACTIONS**

### **I. Approval of Audit Committee:**

In accordance with Section 177 of the Act, all Related Party Transactions and/ or subsequent modifications shall be subject to the prior approval of the Audit Committee even if the transaction and/or subsequent modifications thereto is in the ordinary course of business and at arm's length price.

#### **Consideration by the Audit Committee in approving the proposed transactions:**

To review a RPT, the Audit Committee shall be provided with all the following information:

- Name of the Related Party and its relationship with the Company including nature of its concern or interest;
- Nature, material terms, monetary values, tenure and particulars of the contract / arrangement / transaction;
- Method and manner of determining the pricing and other commercial terms;
- Whether the RPT is at arm's length;

Any other information relevant or important for the Audit Committee / Board to take a decision on the proposed transaction.

While considering any related party transaction, the Committee shall take into account all relevant facts and circumstances including the terms of the transaction, the business purpose of the transaction, the benefits to the Company and to the Related Party, and any other relevant matters.

Prior to the approval, the Committee shall, inter-alia, consider the following factors to the extent relevant to the transaction:

- a) Whether the terms of the Related Party Transaction are in the ordinary course of the Company's business and are on an arm's length basis;
- b) The business reasons for the Company to enter into the Related Party Transaction and the nature of alternative transactions, if any;
- c) Whether the Related Party Transaction includes any potential reputational risks that may arise as a result of or in connection with the proposed Transaction; and

While considering the arm's length nature of the transaction, the Committee shall take into account the facts and circumstances as were applicable at the time of entering into the transaction with the Related Party. For all material Related Party Transactions, arm's length pricing shall be supported by appropriate documentation, including internal benchmarks, external or peer comparables, or other reasonable and defensible methodologies. Such documentation shall be retained for audit, regulatory, and supervisory review."

### **Omnibus Approval of Related Party Transactions**

The Audit Committee, after obtaining the approval of the Board of Directors, may grant omnibus approval for Related Party Transactions proposed to be entered into by the Company, subject to such conditions as may be deemed fit and in accordance with the provisions of the Companies Act, 2013 and applicable rules thereunder. The Audit Committee shall specify the criteria for making omnibus approval, which shall include the following, namely:

- (a) the maximum aggregate value of transactions which can be allowed under the omnibus route in a financial year;
- (b) the maximum value per transaction which can be approved;
- (c) the extent and manner of disclosures to be made to the Audit Committee at the time of seeking omnibus approval;
- (d) the review process and frequency at which Related Party Transactions entered into pursuant to omnibus approval shall be reviewed by the Audit Committee; and
- (e) the types of transactions which shall not be eligible for omnibus approval.

Omnibus approval may be granted only for transactions which are:

- repetitive in nature, or
- where the need for related party transaction cannot be foreseen and aforesaid details are not available for such transactions subject to their value not exceeding rupees one crore per transaction.

Provided that Omnibus approval shall not be made for transactions in respect of selling or disposing of the undertaking of the company.

Each omnibus approval shall be valid for a period not exceeding one financial year, and fresh approval shall be obtained for such transactions after the expiry of the financial year.

### **General**

The Audit Committee shall at the end of every quarter appraise the position of approved transactions to ensure that all necessary requirements are being complied therewith. Long-term (exceeding one year) and recurring Related Party Transactions shall be reviewed by the Audit Committee at least annually to assess continued compliance with arm's length principles, business rationale, and risk considerations..

Any member of the Audit Committee who has a potential conflict of interest in any RPT shall abstain from discussion and voting on such RPT.

Where any Director is interested in any contract or arrangement with a Related Party, such Director shall not be present or participate at the meeting of Audit Committee during discussions and voting on the subject matter of the resolution relating to such RPT.

In case of transaction, other than the related party transactions referred to in clauses (a) to (g) of Section 188(1) of the Act, where Audit Committee does not approve the transaction, it shall make its recommendations to the Board for obtaining approval.

In case any transaction involving any amount not exceeding INR 1,00,00,000 is entered into by a director or officer of the company without obtaining the approval of the Audit Committee and it is not ratified by the Audit Committee within three months from the date of the transaction, such transaction shall be voidable

at the option of the Audit Committee.

## **II. Approval of the Board:**

In case any Related Party Transactions are referred by the Company to the Board for its approval due to the transaction being (i) not in the ordinary course of business, or (ii) not at an arm's length price, the Board will consider such factors as, nature of the transaction, material terms, the manner of determining the pricing and the business rationale for entering into such transaction.

Once contracts or arrangements with Related Parties are approved by the Audit Committee / Board, transactions arising out of the same shall be executed in accordance with the approved terms. This shall not, however, preclude the Audit Committee from periodically reviewing execution, pricing, scope, or other material aspects of long-term or recurring Related Party Transactions..

All Material Related Party Transactions and subsequent Material Modifications thereto shall be considered and approved by the Board before the same are considered by the shareholders for their prior approval

### **Transactions with related parties requiring Shareholders' approvals:**

Subject to the provisions of Section 188 of the Act read with Rule 15 of Companies (Meetings of Board and its Powers) Rules, 2014, the Company shall take necessary approvals from the shareholders before entering into any Related Party Transactions and subsequent material modifications to the same in case the value of the transactions exceeds the limits as prescribed under the provisions of the Act..

No member of the Company shall vote on such resolution, to approve any transaction which may be entered into by the Company, if such member is a Related Party, in the context of the Related Party Transaction for which the said resolution is being passed.

### **Transactions with Wholly Owned Subsidiaries**

In accordance with the second proviso to Section 188(1) of the Companies Act, 2013 and Rule 6A of the Companies (Meetings of Board and its Powers) Rules, 2014, the prior approval of the shareholders by way of a resolution shall not require in case transactions is entered into between the Company and its wholly owned subsidiary, shall not require, provided that:

- The accounts of such subsidiary are consolidated with the holding company; and
- The consolidated financial statements are placed before the shareholders at the general meeting for approval.

Since Maanaveeya does not have any subsidiaries, this exemption is not applicable. Accordingly, any related party transactions undertaken by the Company shall continue to require prior approval of the Audit Committee and/or the Board of Directors, in accordance with the provisions of Sections 177 and 188 of the Companies Act,

### **Restrictions on Lending to Related Parties**

As per Reserve Bank of India (Non-Banking Financial Companies – Credit Risk Management) –Directions, 2025, , (as amended from time to time) NBFCs may extend loans to related parties subject to regulatory compliance.

However, as a matter of sound corporate governance, Maanaveeya has voluntarily adopted a more restrictive policy with regard to lending to Related parties and shall not grant any loan, advance or non-fund-based facility or any other financial accommodation / facility to the Related party as defined in Annexure I.

Maanaveeya shall ensure full regulatory compliance and requisite approvals from the appropriate authority (Board/ Board Level Committee) as and when it lends to related parties. Directors, KMPs, and specified employees shall recuse themselves from all deliberations and decisions relating to loan proposals, contracts, or arrangements involving themselves or their related parties, including any subsequent material changes such as restructuring, settlements, waivers, write-offs, or enforcement actions.

### **III. RELATED PARTY TRANSACTIONS NOT PREVIOUSLY APPROVED**

- In the event the Company becomes aware of a Related Party Transaction that has not been approved under this Policy prior to its consummation, the matter shall be reviewed by the Audit Committee/Board.
- The Audit Committee/Board shall consider all of the relevant facts and circumstances regarding the Related Party Transaction, and shall evaluate all options available to the Company, including ratification, revision or termination of the Related Party Transaction.
- The Audit Committee/Board shall also examine the facts and circumstances pertaining to the failure of reporting such Related Party Transaction under this Policy, and shall take any such action it deems appropriate.
- In any case, where the Audit Committee/Board determines not to ratify a Related Party Transaction that has been commenced without approval, the Audit Committee/Board may direct additional actions including, but not limited to, immediate discontinuation or rescission of the transaction. In connection with any review of a Related Party Transaction, the Board has authority to modify or waive any procedural requirements of this Policy.
- 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 Section 188(1) of the Act, as required, 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

### **5. OUTSOURCING TO A RELATED PARTY**

Outsourcing of any of its financial activities and any such other services to a related party, shall be in accordance with the Board approved Outsourcing Policy of the Company framed in accordance with the RBI Directions issued from time to time.

Maanaveeya, through its Board-approved IT Policies, has entered into a Service Level Agreement (“SLA”) (as amended from time to time) with its Parent Company, Oikocredit Ecumenical Development Cooperative Society UA, for availing IT services, executed in line with the applicable RBI Master Direction.

### **6. DISCLOSURE AND REPORTING OF RELATED PARTY TRANSACTIONS:**

- a. The Company shall make appropriate disclosures in Financial Statements in accordance with the applicable Indian Accounting Standards and RBI Directions, as amended from time to time.
- b. In terms of the provisions of Section 134(3)(h) of the Act, particulars of contracts or arrangements set out in clause 5.2(B) (a) above shall be disclosed in the Board’s report in the prescribed form. In terms of Section 177(8) of the Act, where the Board has not accepted any recommendation of the Audit Committee, the same shall be disclosed in the Boards’ report with reason thereof.
- c. The Company shall make necessary entries in the Register of Contracts required to be maintained under Section 189 of the Act.

- This Policy shall be disclosed under a separate section on the website of the Company & a web link thereto shall also be provided in the annual report of the Company.

## 7. AUTHORITY/ POLICY REVIEW AND AMENDMENT:

- This Policy is based on the provisions of the Act, applicable accounting Standard and RBI and shall be reviewed by the Board at least once in three years.
- Any subsequent amendment/ modification in the Act, or any other governing Act/ Rules/ Regulations or re-enactment, impacting the provisions of this Policy, shall automatically apply to this Policy and the relevant provision(s) of this Policy shall be deemed to be modified and/or amended to that extent, even if not incorporated in this Policy.
- The Company Secretary of the Company is authorized to amend this Policy to be made consistent with the prevailing provisions of the Act, which shall be placed before the Audit Committee and Board for their approval.
- In the event any provisions of the Policy are inconsistent with the provisions of the Act or any other applicable statutes, the provisions of the regulatory statutes will prevail.
- In case of any interpretation issue on any matter relating to this Policy, the Audit Committee/ Board shall refer the same for legal opinion
- In case of material or sensitive interpretation issues under this Policy, the Audit Committee may, wherever considered appropriate, seek independent legal opinion. The interpretation and decision of the Audit Committee, based on such inputs, shall be final..

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## Annexure I

The 2013 Act (Section 2(76))	Ind AS 24	Reserve Bank of India
I. A director or his/her relative; II. KMP or his/her relative; III. A firm, in which a director manager or his/her relative is a partner; IV. A private company in which a director or manager or his/her relative is a member or director; V. A public company in which director or manager is a director and holds along with his/her relatives, more than two per cent. of its paid-up share capital; VI. Any body corporate whose Board of Directors (BoD), 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; VIII. 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 IX. Such other person as may be prescribed;	a) A person or a close member of that person's family is related to a reporting entity if that person: i. Has control or joint control of the reporting entity; ii. Has significant influence over the reporting entity; or iii. Is a member of the KMP of the reporting entity or of a parent of the reporting entity. b) An entity is related to a reporting entity if any of the following conditions applies: i. The entity and the reporting entity are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others). ii. One entity is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity is a member). iii. Both entities are joint ventures of the same third party. iv. One entity is a joint venture of a third entity and the other entity is an associate of the third entity. v. The entity is a post-employment benefit plan for the benefit of employees of either the reporting entity or an entity related to the reporting entity. If the reporting entity is	Related Party with respect to a NBFC shall mean a related person, or any of the following entities: (a) where a related person is a partner, manager, KMP, director or a promoter; or (b) where a related person is a shareholder with more than ten per cent of paid-up equity share capital; or (c) where a related person is having control, whether singly or jointly with another person; or (d) where a related person controls more than twenty per cent of voting rights on account of ownership or through a voting agreement or through any other arrangement; or (e) where a related person has the power to nominate a director to its Board; or (f) which is accustomed to act on the advice, direction, or instruction of a related person; or (g) where a related person is a guarantor or a surety; or (h) where a related person is a trustee or an author or a beneficiary and where the entity is in the form of a private trust; or

	<p>itself such a plan, the sponsoring employers are also related to the reporting entity.</p> <p>vi. The entity is controlled or jointly controlled by a person identified in (a).</p> <p>vii. A person identified in (a)(i) has significant influence over the entity or is a member of the KMP of the entity (or of a parent of the entity).</p> <p>viii. The entity, or any member of a group of which it is a part, provides KMP services to the reporting entity or to the parent of the reporting entity.</p>	<p>(i) which is related to the related person as a subsidiary or a parent company or a holding company or an associate or a joint venture.</p> <p>(g) where a related person is a guarantor or a surety; or</p> <p>(h) where a related person is a trustee or an author or a beneficiary and where the entity is in the form of a private trust; or</p> <p>(i) which is related to the related person as a subsidiary or a parent company or a holding company or an associate or a joint venture.</p> <p>Provided that nothing sub-clause (e) above shall apply in cases where the authority to nominate a director arises exclusively from a lending or financing arrangement.</p> <p>Provided further that nothing in sub-clause (f) above shall apply to the advice, directions or instructions given in a professional capacity.</p> <p>Provided further that Government of India/ State Government-owned or controlled entities shall not be treated as related parties to a government-owned NBFC just by virtue of the fact that the Government has the common ownership or control of such entities.</p>
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## Annexure II

### Format of Related Party Disclosure as prescribed by RBI under SBR Direction.

Related Party Items	Parent (as per ownership or control)		Subsidiaries		Associates/ Joint ventures		KMP@		Relatives of KMP		Others*		Total	
	Current year	Previous year	Current year	Previous year	Current year	Previous year	Current year	Previous year	Current year	Previous year	Current year	Previous year	Current year	Previous year
Borrowings#														
Deposits#														
Placement of deposits#														
Advances#														
Investments#														
Purchase of fixed/other assets														
Sale of fixed/other assets														
Interest paid														
Interest received														
Others*														

@Disclosures for directors and relatives of directors should be made separately in separate columns from other KMPs and relatives of other KMPs.

# The outstanding at the year end and the maximum during the year are to be disclosed

\* Specify item if total for the item is more than 5 percent of total related party transactions. Related parties would include trusts and other bodies in which the NBFC can directly or indirectly (through its related parties) exert control or significant influence.

Sl No.	Particulars	Previous Year	Current Year
<b>A. Loans to Related Parties</b>			
1	Aggregate value of loans sanctioned to related parties during the year		
2	Aggregate value of outstanding loans to related parties as on 31st March		
3	Aggregate value of outstanding loans to related parties as a proportion of total credit exposure as on 31st March		
4	Aggregate value of outstanding loans to related parties which are categorized as: (i) Special Mention Accounts as on 31st March (ii) Non-Performing Assets as on 31st March		
5	Amount of provisions held in respect of loans to related parties as on 31st March		
<b>B. Contracts and Arrangements involving Related Parties</b>			

6 Aggregate value of contracts and arrangements awarded to related parties during the year

7 Aggregate value of outstanding contracts and arrangements involving related parties as on 31st March