



EXPERIENCES UNFORGETTABLE

POLICY ON RELATED PARTY TRANSACTIONS

MACH CONFERENCES AND EVENTS LIMITED

(Formerly known as Mach Conferences and Events Private Limited)

Version	Adoption & Revision
1	Adopted on June 21, 2024
2	Revised on March 08, 2025



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1. INTRODUCTION

1.1 The Board of Directors (“the Board”) of Mach Conferences and Events Limited (“MCEL” or “the Company”) has adopted the Policy to be known as “Policy on Related Party Transactions” regarding the review and approval of Related Party Transactions and to set forth the guidelines on materiality of such Related Party Transactions.

1.2 This Policy has been made in compliance with the requirements of Section 188 of the Companies Act, 2013 and Rules made there under (the “Act”).

2. OBJECTIVE

This Policy is made with an intent to ensure proper approval and reporting of RPTs as applicable, between the Company and related party(ies) in the best interest of the Company and its Stakeholders.

3. DEFINITIONS

3.1 Unless repugnant to the meaning or context thereof, the following expressions, wherever used in this Code, shall have the meaning assigned to them below:

- (I) **“Arm’s Length Transaction”** means a transaction between 2 (two) related parties that is conducted as if they were unrelated, so that there is no conflict of interest.
- (II) **“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.

Explanation: -For the purposes of this clause-

- a) *the expression “significant influence” means control of at least twenty percent. of total voting power, or control of or participation in business decisions under an agreement;*
 - b) *the expression “joint venture” means a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the arrangement.*
- (III) **“Audit Committee”** means an Audit Committee constituted by the Board of Directors of the Company as per Section 177 of the Companies Act, 2013 or rules made thereunder, from time to time.
 - (IV) **“Board of Directors” or “Board”** means the Board of Directors of the Company.
 - (V) **“Ordinary Course of Business”** means usual transactions, customs and practices undertaken by the Company to conduct its business operations and activities and



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includes all such activities which the Company can undertake as per its Memorandum of Association and Articles of Association.

- (VI) **“Policy”** means this Related Party Transaction Policy.
- (VII) **“Relative”** shall have the same meaning as defined in section 2(77) of the Act.
- (VIII) **“Related Party”** means a related party as defined under sub-section (76) of section 2 of the Companies Act, 2013.

Under **Section 2(76)** of the Companies Act, 2013, as referred above, a Related Party with reference to a company means:

- (i) a director or his relative;
- (ii) 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 percent 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) anybody corporate which is—
 - a) a holding, subsidiary, or an associate company of such company;
 - b) a subsidiary of a holding company to which it is also a subsidiary;
 - c) an investing company or the venture of the company

Explanation: - For the purpose of this clause, “the investing company or the venture 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.
 - a. A director [other than an independent director] or key managerial personnel of the holding company or his relative with reference to a company, shall be deemed to be a related party.

(IX) “Related Party Transaction”

Under **Section 188 of the Companies Act, 2013**, contracts or arrangements with related party with respect to following are termed as Related Party Transactions:

- (a) sale, purchase or supply of any goods or materials;
- (b) selling or otherwise disposing of, or buying, property of any kind;



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- (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

3.2 Any other term not defined herein shall have the same meaning as defined in the Companies Act, or any other applicable law as amended from time to time.

4. PROCEDURE FOR APPROVAL OF RELATED PARTY TRANSACTIONS

4.1 APPROVAL OF AUDIT COMMITTEE

All related party transactions and subsequent material modifications shall require prior approval of the audit committee of the company.

Provided further that in case of transaction, other than transactions referred to in section 188, and where Audit Committee does not approve the transaction, it shall make its recommendations to the Board.

Provided also that in case any transaction involving any amount not exceeding one crore rupees 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 and if the transaction is with the related party to any director or is authorised by any other director, the director concerned shall indemnify the company against any loss incurred by it.

Provided also that the provisions of this clause shall not apply to a transaction, other than a transaction referred to in section 188, between a holding company and its wholly owned subsidiary company.

Omnibus Approval

All related party transactions shall require approval of the Audit Committee and the Audit Committee may make omnibus approval for related party transactions proposed to be entered into by the company subject to the following conditions, namely

(1) The Audit Committee shall, after obtaining approval of the Board of Directors, specify the criteria for making the omnibus approval which shall include the following, namely: -

(a) Maximum value of the transactions, in aggregate, which can be allowed under the omnibus route in a year;



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- (b) the maximum value per transaction which can be allowed;
 - (c) Extent and manner of disclosures to be made to the Audit Committee at the time of seeking omnibus approval;
 - (d) Review, at such intervals as the Audit Committee may deem fit, related party transaction entered into by the company pursuant to each of the omnibus approval made;
 - (e) Transactions which cannot be subject to the omnibus approval by the Audit Committee.
- (2) The Audit Committee shall consider the following factors while specifying the criteria for making omnibus approval, namely: -
- (a) repetitiveness of the transactions (in past or in future);
 - (b) justification for the need of omnibus approval.
- (3) 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.
- (4) The omnibus approval shall contain or indicate the following: -
- (a) name of the related parties;
 - (b) nature and duration of the transaction;
 - (c) maximum amount of transaction that can be entered into;
 - (d) the indicative base price or current contracted price and the formula for variation in the price, if any; and
 - (e) any other information relevant or important for the Audit Committee to take a decision on the proposed transaction:
- Provided that 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 per transaction.
- (5) Omnibus approval shall be valid for a period not exceeding one financial year and shall require fresh approval after the expiry of such financial year.
 - (6) Omnibus approval shall not be made for transactions in respect of selling or disposing of the undertaking of the company.
 - (7) Any other conditions as the Audit Committee may deem fit.



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4.2 APPROVAL OF BOARD OF DIRECTORS

Approval of the Board shall be required for entering into the Related Party Transactions which are not in the ordinary course of business or not an Arm's Length Transaction.

4.3 APPROVAL OF SHAREHOLDERS

All transaction given in Annexure-1, and subsequent modification(s) shall be placed before the shareholders for their approval and no Related Party shall vote to approve such resolutions whether the entity is a related party to the particular transaction or not.

5. DISCLOSURE

The particulars of contracts or arrangement with Related Parties referred to in section 188(1) of the Act shall be disclosed in the report of the Board as per Section 134 of the Act.

6. VIOLATION

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, 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 authorized by any other director, the directors concerned shall indemnify the company against any loss incurred by it.

7. REVIEW AND AMENDMENT

The Audit Committee periodically shall review this Policy and may recommend amendments to this Policy from time to time as it deems appropriate.

The Board shall also review the policy at least once every three years and amend it, if required.

In case, there are any regulatory changes requiring modifications to the Policy, the amended regulatory requirements will supersede the existing Policy till the time Policy is suitably amended.



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ANNEXURE-1”

The related party transactions that exceed the threshold limits as provided below shall require approval of the shareholders:

S. NO.	SPECIFIED TRANSACTIONS	THRESHOLD
1.	sale, purchase or supply of any goods or materials, directly or through the appointment of agent	ten percent or more of the turnover of the company
2.	Selling or otherwise disposing of or buying a property of any kind, directly or through the appointment of an agent	ten percent or more of net worth of the company
3.	Leasing of property of any kind	ten percent or more of the turnover of the company
4.	Availing or rendering of any services, directly or through the appointment of an agent	ten percent or more of the turnover of the company
5.	Appointment to any office or place of profit * in the Company, its subsidiary company or associate Company	Monthly remuneration exceeding two and a half lakh rupees
6.	Remuneration for underwriting the subscription of any securities or derivatives thereof	exceeding one percent of the net worth

***Office or place of profit** means any office or place:

- a) where such office or place is held by a director, if the director holding it receives from the company anything by way of remuneration over and above the remuneration to which he is entitled as director, by way of salary, fee, commission, perquisites, any rent-free accommodation, or otherwise;
- b) where such office or place is held by an individual other than a director or by any firm, private company or other body corporate, if the individual, firm, private company or body corporate holding it receives from the company anything by way of remuneration, salary, fee, commission, perquisites, any rent-free accommodation, or otherwise.
