RELATED PARTY TRANSACTIONS POLICY OF

LANDMARK PROPERTY DEVELOPMENT COMPANY LIMITED

(Revised on 13th November, 2026)

Preamble

Landmark Property Development Company Limited **(**"**LPDCL**" or "**The Company**") has always been committed to best corporate governance practices and this policy on Related Party Transactions **("the RPT Policy")** is prepared for ensuring compliance with the provisions of the Companies Act, 2013 (the "**Act**"), SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI LODR**"), the Indian Accounting Standard (Ind AS) as amended from time to time and other applicable laws.

The objective of this policy is to regulate transactions between the Company and its Related Parties based on the Companies Act, 2013 and the SEBI LODR applicable to the Company from time to time.

Purpose of the Policy

The broad purpose of this policy is to ensure due and proper compliance with the applicable statutory provisions and to fortify that proper procedure is defined and followed for approval / ratification and reporting of transactions, if any, as applicable, between the Company and any of its Related Parties. This RPT Policy also define materiality of related party transactions and manner in which the related party transactions will be dealt with. The provisions of this Policy are designed to govern the transparency of approval process and disclosures requirements as to accord fairness in the treatment of related party transactions. The purpose of this RPT policy is to identify and approve such related party transactions that are in line with applicable laws and regulations and in the best interest of the Company/its shareholders.

Salient features of the Policy

1. **Definitions**

a) **"Act"** means the Companies Act, 2013 read with the rules notified thereunder, as amended from time to time.

b) **"Applicable Law"** means the Companies Act, 2013 and the rules made thereunder, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations,2015(including any modifications/re-enactments thereof) and includes any other statute, law, standards, circulars, notifications, regulations or other governmental instruction relating to Related Party Transactions.

c) **"Arm's Length Transaction**" means a transaction among two related parties that is conducted as if they were unrelated, so that there is no conflict of interest. Guidelines on determination of Basis of Arm's Length Price is provided as **Annexure-I** to its policy.

d) **"Associate Company"** means an entity as defined under section 2(6) of the Act read with Regulation 2(1)(b) of SEBI (LODR), 2015.

e) **"Audit Committee or Committee"** means Committee of Board of Directors of the Company constituted under provisions of Regulation 18 of the SEBI (LODR) & Section 177 of the Act.

f) **"Board"** means Board of Directors of the Company as defined under the Companies Act, 2013."

g) **"Key Managerial Personnel"** means key managerial personnel as defined in sub-section (51) of section 2 under the Companies Act, 2013.

h) **"Material Related Party Transaction":** Material Related Party Transaction is defined as per different statutes as follows:

As per Companies Act, 2013

Sl.	Nature of Transactions	Materiality as per the Act
1	Sale, purchase or supply of any goods or materials directly or through appointment of agent	10% or more of the turnover of the Company
2	Selling or otherwise disposing of, or buying, property of any kind directly or through appointment of agent	10% or more of the net worth of the Company
3	Leasing of property of any kind.	10% or more of the turnover of the Company
4	Availing/Rendering Services directly or through appointment of agent,	10% or more of the turnover of the Company
5	Appointment of related party to an office or place of profit in Company, its subsidiary or associate Company	Monthly remuneration exceeding Rs. 2,50,000/- of the Company
6	Remuneration for under writing the subscription of any securities or derivatives thereof of the Company	Exceeding 1% of the net worth of the Company

Note:

- ***Net worth and turnover would be as per audited financial statements of the preceding financial year.***
- ***The limits specified in sub-clause 1 to 4 shall apply for transactions to be taken individually or together with previous transactions during a financial year.***

As per SEBI (LODR), 2015

Sl.	Nature of Transactions	Materiality as per SEBI LODR*
1	Usage of Brand and payment of royalty thereof	The transaction(s) to be entered into individually or taken together with previous transactions during a financial year exceed 5% of the annual consolidated turnover of the Company as per the last audited financial statements of the Company.
2	Any other transaction	the transaction(s) to be entered into individually or taken together with previous transactions during a financial year exceeds the thresholds specified in Schedule XII of SEBI (LODR).

****including material modifications thereof***

Note:

Annual Consolidated turnover is to be taken as per last audited consolidated financial statements of the Company.

i) **"Material Modification"** means amendment in existing terms of an approved transaction triggering any of the following conditions whether individually or in aggregate:

a) Change in aggregate transaction value of Related Party Transaction beyond 20%.
b) Extension in duration of Related Party Transaction contract beyond a period of 12 months.
c) Such other factors as may be decided by the Audit Committee while granting approval to any related party transaction.

j) **Schedule XII of SEBI (LODR)** - a transaction with a related party shall be considered material, if the transaction(s) to be entered into individually or taken together with previous transactions during a financial year exceeds the following:

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

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

Illustration 1. for limits in (II)	
If the annual consolidated turnover of the company is Rs. 30,000 Crore	Rs. 2,000 Crore + 5% of the remaining Rs. 10,000 Crore = Rs. 2,500 Crore.
Illustration 2. for limits in (III)	
If the annual consolidated turnover of the company is Rs. 50,000 Crore	Rs. 3,000 Crore + 2.5% of the remaining Rs. 10,000 Crore = Rs. 3,250 Crore.
Illustration 3. for limits in (III)	
If the annual consolidated turnover of the company is Rs. 1,50,000 Crore	Rs. 3,000 Crore + 2.5% of the remaining Rs. 1,10,000 Crore = Rs. 5,750 Crore. However, threshold for material related party Transaction would be Rs. 5,000 Crore as it is lower than Rs. 5,750 Crore.

k) **"SEBI(LODR)"** means SEBI (Listing Obligations & Disclosure) Requirements, Regulations 2015.

l) **"Omnibus Approval"** means a consolidated/standing approval given by the Committee in respect of transaction(s) which are repetitive in nature.

m) **"Ordinary Course of Business"** may include the usual transactions, customs and practices undertaken by the Company to conduct its business operations and activities and includes all such activities which are permitted by the Object Clause in the Memorandum of Association of the Company.

n) **"Relative"** means relative as defined under sub-section (77) of section 2 of the Companies Act, 2013 and rules prescribed there under.

o) **"Related Party"** means Related Party as defined underSection 2(76) of the Act read with Rules made thereunder read with Regulation 2(1)(zb) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Indian Accounting Standards, as amended from time to time.

p) "**Related Party Transaction**" means;

1) Transaction(s) involving 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, 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 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 the directors or key managerial personnel of the Company or its subsidiary, and relatives of such directors or key managerial personnel without establishing a business relationship and

at the terms which are uniformly applicable/offered to all employees, directors key managerial personnel and relatives of directors or key managerial personnel.

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

2) Transaction(s) covered under Section188 of the Act and the Rules framed thereunder;
3) Such other transaction as may be notified from time to time under the Act or SEBI LODR or Accounting Standards.

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

r) **"Subsidiary"** means a subsidiary as defined under Regulation 2(zm) of SEBI LODR read with Section 2(87) of the Act.

Any term not defined in this policy shall have the same meaning as given in the Act and rules made thereunder and /or SEBI LODR including amendments thereof. Indian Accounting Standards and or any other statute, law, standards, regulations or other governmental instruction relating to Related Party Transactions.

Disclosure by Directors and Key Managerial Personnel (KMP) and Identification of Related Party

Every Director and KMP upon his/her appointment and thereafter at the beginning of the financial year shall provide information by way of written notice to the Company regarding his/ her concern or interest in other entities with specific concern to parties which may be considered as Related Party to the Company and shall also provide the list of Relatives which are regarded as Related Party as per this Policy. Directors/KMP are also required to provide the information regarding their engagement with other entity during the financial year which may be regarded as Related Party according to this policy. Every Director/KMP shall at the first meeting of the Board in which he/she participates as a Director/KMP and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the disclosures already made, then at the first Board meeting held after such change, disclose his/her concern or interest, directly/indirectly in any company or companies or bodies corporate, firms, or other association of individuals which shall include the shareholding in **Form MBP-1**.

Further, it shall be the duty of Directors/KMP to disclose to the Committee/Board whether they, directly, indirectly or on behalf of third parties, have a material interest in any transaction or matter directly affecting the Company/its subsidiary(ies).

Audit Committee will determine whether a transaction does, in fact, constitute a Related Party Transaction requiring compliance with this Policy. Every Directors and KMPs shall ensure that their notice of any potential Related Party Transaction is delivered well in advance so that the Audit Committee has adequate time to obtain and review information about the proposed transaction.

The CFO or persons responsible for Accounts & Finance function of the Company/its subsidiary(ies) shall be responsible for identifying Related Party(ies) as per applicable Accounting Standards and reporting of such Related Party(ies).

2. Related Party Transactions Approval Process:

I. Prior approval process by Audit Committee

Except otherwise provided hereunder, prior approval of the Audit Committee would be required for the following transactions (irrespective of being in the ordinary course of business or at arm's length basis) in accordance with this Policy unless the approval is exempted pursuant to the provisions of applicable law and only those members of the Audit Committee, who are Independent Directors, shall approve Related Party Transactions.

- All RPTs and subsequent material modifications therein.

- RPT above rupees one crore, whether entered into individually or taken together with previous transactions during a financial year, 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 exceeds the lower of the following:
(i) ten percent of the annual standalone turnover of the subsidiary as per the last audited financial statement of the subsidiary; or
(ii)the threshold for material related party transactions of listed entity as specified in Schedule XII of these regulations."

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

(i) ten percent of the aggregate value of paid-up share capital and securities premium account of the subsidiary; or
(ii)the threshold for material related party transactions of listed entity as specified in Schedule XII of these regulations:

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

Additionally, the Audit Committee's prior approval by the Company would not be required if the listed subsidiary is a party but the Company is not a party, if any, is subject to compliance with Regulation 23 and Regulation 15(2) of the SEBI LODR (as mentioned herein this document) are applicable to such listed subsidiary. Furthermore, for RPTs of unlisted subsidiaries of a listed subsidiary, the prior approval of the audit committee of the listed subsidiary shall suffice.

Remuneration and sitting fees paid by the Company 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 in terms of the provisions of Sub – Regulation 1 of Regulation 23 of SEBI LODR.

The members of the Audit Committee, who are Independent Directors, may ratify related party transactions within three months from the date of the transaction or in the immediate next meeting of the Audit Committee, whichever is earlier, subject to the following conditions:

(i) 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;
(ii) the transaction is not material in terms of Sub – Regulation 1 of Regulation 23 of SEBI LODR;
(iii) rationale for inability to seek prior approval for the transaction shall be placed before the Audit Committee at the time of seeking ratification;
(iv) the details of ratification shall be disclosed along with the disclosures of related party transactions in terms of the provisions of sub-regulation 9 of Regulation 23 of SEBI LODR;
(v) 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.

II. Any member of the Audit Committee who has a potential interest in any Related Party Transaction will recuse him / herself and abstain from discussion and voting on the approval of the Related Party Transaction.

III. Before approving any transaction with related parties, the Committee shall ensure the existing proposed transaction(s) are on arms' length basis and in ordinary course of business and that all the necessary information/documents were available as per the prevailing Company policy.

The Committee shall consider the factors as per RPT Industry Standards or Annexure 13A as notified by SEBI or any other format or standards as may be applicable from time to time while deliberating the Related Party Transactions for its approval.

Omnibus Approval by Audit Committee:

In the case of frequent / regular / repetitive transactions which are in the normal course of business of the Company or its subsidiary, the Committee may grant standing pre-approval /omnibus approval. While granting the omnibus approval the Audit Committee shall satisfy itself of the need for the omnibus approval for transactions of repetitive nature and that such approval is in the interest of the Company. The omnibus approval shall specify the following:

a. Name of the related party
b. Nature of the transaction
c. Period of the transaction

d. Maximum amount of the transactions that can be entered into
e. Indicative base price / current contracted price and formula for variation in price, if any
f. Such other conditions as the Audit Committee may deem fit.

Provided that where the need for Related Party Transaction cannot be foreseen and aforesaid details are not available, Audit Committee may grant omnibus approval for such transactions subject to the value per transaction not exceeding Rs. 1.00 Crore and maximum value of all transaction in aggregate Rs. 50.00 Crores or such higher amount as may be prescribed from time to time by the Act or Listing Regulations. The audit committee shall review, atleast on a quarterly basis, the details of related party transactions entered into by the listed entity of the listed entity or its subsidiary pursuant to each of the omnibus approvals given.

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

II. Prior Approval by Board of Directors:

The following Related Party Transactions shall require the approval of Board:

1) All the contracts/arrangements prescribed under Section 188(1) of the Companies Act, 2013 and within the threshold limits prescribed under Rule 15 (3) of Companies (Meetings of Board and its Powers) Rules, 2014 (as amended from time to time), which are not in the ordinary course of business of the Company and/or on arm's length basis shall, in addition to the prior approval of the Audit Committee, also require prior approval of the Board of Directors of the Company, with such modification as may be necessary or appropriate under the circumstances.
   Where prior approval is not obtained, the same shall be ratified within 3 months from the date on which such contract or arrangement was entered into.

2) Where approval of the Board of Directors is required for any Related Party Transaction 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 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.

3) Any member of the Board who has any potential interest in any Related Party Transaction will recuse himself and abstain from discussion and voting on the approval of the Related Party Transaction.

III. Prior Approval by the Shareholders

The following Related Party Transactions require prior approval of shareholders:

I. All Material Related Party Transactions and subsequent material modifications under Regulation 23 of the SEBI LODR shall require prior approval of the shareholders through resolution and no related party shall vote to approve such resolutions whether the entity is a

related party to the particular transaction or not.

II. Such Related Party Transactions which are either not on arm's length or not in the ordinary course of business and require the approval of shareholders of the Company under Section188 of the Act or which have specifically been recommended by the Board for shareholders' approval.

However, prior approval of the shareholders would not be required if the transaction is entered into by a listed subsidiary of the Company, and the subsidiary is subject to compliance with Regulation 23 and Regulation 15(2) of the SEBI (LODR). Furthermore, for RPTs of unlisted subsidiaries of the listed subsidiary, prior approval of the shareholders of the listed subsidiary shall suffice.

The omnibus approval granted by the shareholders for material related party transactions in an annual general meeting shall be valid till the date of the next annual general meeting held within the timelines prescribed under Section 96 of the Companies Act, 2013 or rules, notifications, or circulars issued thereunder from time to time.

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

IV. Related Party Transactions not approved under this Policy

I. If a Related Party Transaction is entered into by the Company without being approved under this Policy, the same shall be reviewed by the Audit Committee or Board or by the shareholders of the company as the case may be, as required under and subject to the provision of the applicable law. The respective authorities shall evaluate the transaction and may decide such action as it may consider appropriate including ratification, revision or termination of the Related Party Transaction.

II. In cases where a transaction is not ratified by the Audit Committee or Board or by the shareholders as the case may, at a meeting within 3 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 respective authority and if the contract or arrangement is with a Party Related to any Director / KMP, or is authorised by any other Director / KMP, the Director/KMP concerned shall indemnify the Company/its subsidiary(ies)against any loss incurred by it.

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

V. Exemption from Prior Approval:

Notwithstanding the above mentioned, the following Related Party Transactions shall not entail any approval:

1) Transactions entered into between the Company and its wholly owned subsidiary whose accounts are consolidated with the Company and placed before the shareholders at the general meeting for approval as per SEBI (LODR) Regulations, 2015.
2) Transactions entered into between two wholly-owned subsidiaries of the Company, whose accounts are consolidated with the Company and placed before the shareholders at the general meeting for approval.
3) Transactions which are in the nature of payment of statutory dues, statutory fees or statutory charges entered into between the Company on one hand and the Central Government or any State Government or any combination thereof on the other hand.

VI. Disclosures

Particulars of contracts or arrangements with Related Parties referred to in sub section (1) of Section 188 of the Companies Act, 2013 shall be disclosed in the Directors Report in the prescribed format as per the provisions.

The details of all transactions with related parties shall be submitted, in the format specified, half-yearly to the stock exchanges, as per the manner and timelines set-out in the SEBI Listing Regulations.

Such other disclosures, as may be required under any statutory provision as may be applicable to the Company, shall be made accordingly by the Company.

This Policy shall be disclosed on the website of the Company and provide weblink in its Annual Report.

VII. Policy Review

This Policy shall be reviewed by the Committee once in every three years and appropriate recommendations shall be made to the Board to update the Policy according. In case of any subsequent changes in the provisions of the SEBI Regulations or the Companies Act, 2013 and rules thereunder or other applicable law, the relevant amended provisions would prevail over the Policy and the provisions in the Policy would be modified in due course to make it consistent with law.

VIII. Amendments

Though the Committee or Board shall have all the right to amend/alter/modify this Policy, however, this Policy may stand amended because of any regulatory amendments, clarifications etc. issued under the applicable laws. The amendment shall be deemed to be effective from the date on which such regulatory amendments, clarifications etc. comes into force. An appropriate recommendation shall be made to the Board to update the Policy accordingly.

In the event of any conflict between the provisions of this Policy and of the Act or SEBI Listing Regulations or any other statutory enactments, rules, the provisions of such Act or SEBI Listing Regulations or statutory enactments, rules shall prevail over this Policy. Any subsequent amendment /modification in the SEBI Listing Regulations, Act and/or applicable laws in this regard shall automatically apply to this Policy.

Annexure-I

Guidelines on Determination of Basis of Arm's Length Price

These are guidelines to employees on applying the arm's length principle. The guidance on arm's length principle is applicable to all transactions, both local and cross-border, between the Company and its related parties.

Arm's Length Basis

The arm's length principle requires the transaction with a related party to be made at similar terms & price under comparable conditions and circumstances as a transaction with an unrelated party. The application of arm's length principle involves the identification of comparable situation(s) or transaction(s) undertaken by unrelated parties against which the Related Party Transaction or margin is to be benchmarked. This step commonly known as "comparability analysis". It entails an analysis of the similarities and differences in the conditions and characteristics that are found in the Related Party Transaction with those in an unrelated party transaction.

The method as prescribed in Income Tax Act, 1961 as amended from time to time, may also be considered for determination of optimum Arm's Length price

Factors Affecting Comparability

a- Characteristics of Goods, Services or Intangible Properties under transactions

The specific characteristics of goods, services or intangible properties play a significant part in determining their values in the open market. For instance, a product with better quality and more features would fetch a higher selling price.

b- Analysis of Functions, Risks and Assets

Proposed pricing depends on functional characteristics of the assets used and risks assumed. For instance, an entity selling a product with warranty should earn a higher return compared to another entity selling the same product without the provision of warranty. Likewise, a product with a reputable branding is expected to fetch a higher return compared to that of a similar product without the branding.

c- Commercial and Economic Circumstances

Prices may vary across different markets even for transactions involving the same property or services. In order to make meaningful comparisons of prices or margins between entities/transactions, the markets and economic conditions in which the entities operate or where the transactions are undertaken should be comparable.

d- Government policies and regulations

Government policies and regulations such as price controls etc. may have an impact on prices and margins. Hence, the effects of these regulations should also be examined as part of the examination for comparability of the market and economic conditions.

e- Commercial parlance, customs and trade practices

Custom and trade practices in respect of particular transaction(s) are important in determining arm's length basis. For example, interest free security deposits given in property lease transactions.

Concluding basis of Arm's length price

Based on comprehensive assessment of outcome of comparability analysis, significant similarities and differences between the transactions/entities in question and those to be benchmarked against, adjustments could be made for material differences identified.