

## POLICY ON RELATED PARTY TRANSACTIONS

### PREAMBLE:

The Board of Directors (“the Board”) of Prima Plastics Limited (“the Company”) has adopted the following policy and procedures with regard to Related Party Transactions (“RPT”) after considering the recommendation of the Audit Committee, and associated procedures with regard to Related Party Transactions, in line with the requirements of Companies Act, 2013 (“the Act”) and Regulation 23 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) as may be applicable to the Company.

This Policy is intended to ensure that proper reporting, approval and disclosure processes are in place to regulate transactions between the Company and its Related Parties based on the laws and regulations applicable to the Company. This Policy specifically deals with the review and approval of material Related Party Transactions, keeping in mind the potential or actual conflicts of interest that may arise because of entering into these transactions.

### OBJECTIVE:

This policy is framed based on SEBI Listing Regulations and the provisions of the Act and is intended to ensure the governance and reporting of transactions between the Company and its Related Parties. The objective of this Policy is to set out:

- a) Materiality thresholds for Related Party Transactions; and
- b) The manner of dealing with the transactions between the Company and its Related Parties.

### DEFINITIONS:

“**Act**” unless otherwise mentioned in the Policy, means the Companies Act, 2013 and Rules thereto as amended from time to time by the Ministry of Corporate Affairs through circulars, notifications by whatever name called.

“**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.

“**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 purpose of this clause,—

(a) the expression "significant influence" means control of at least twenty per cent 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;

**"Audit Committee"** means "the Committee" constituted by the Board of Directors of the Company under provisions of SEBI Listing Regulations and Companies Act, 2013, from time to time.

**"Key Managerial Personnel"** in relation to the Company means:

The Chief Executive Officer or the Managing Director or the Manager;

The Company Secretary;

The Whole-time Director;

The Chief Financial Officer

Such other officer not more than one level below the Directors who is whole-time employment, designated as Key Managerial Personnel by the Board and

Such other officer as may be prescribed.

**"Policy"** shall mean policy on Related Party Transactions adopted by the Board of Company and amended time to time for compliance of relevant laws and statute for the time being in force.

**"Related Party"** is a party as defined in Section 2(76) of the Companies Act, 2013 read with Rules thereto and clause (zb) of Regulation 2 of the Listing Regulations.

**"Relative"** means Relative as defined under sub-section 77 of section 2 of the Companies Act, 2013 and rules prescribed thereunder.

**"Ordinary Course of Business"** shall include but not limited to the activities mentioned under Main Objects Clause of the Memorandum of Association of the Company and shall include providing of guarantees or collaterals , transfer, leasing, sale, purchase of goods, services and assets of the company for purpose of doing the business or facilitating the business of the Company.

**“Material transaction”** “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 ten percent of the annual consolidated turnover of the Company as per the last audited financial statements of the Company.

Notwithstanding the above, a transaction involving payments made to a related party with respect to brand usage or royalty shall be considered material if the transaction(s) to be entered into individually or taken together with previous transactions during a financial year, exceed five percent of the annual consolidated turnover of the Company as per the last audited financial statements of the Company.

**“Related party transaction”** means transactions as given under clause (a) to (g) of subsection (1) of Section 188 of the Act and the corresponding Rules thereto and as defined in clause (zc) of Regulation 2 of the Listing Regulations. These include sale, purchase, leasing or supply of goods or property, availing/ rendering of any services, appointment of agents for any of these transactions, underwriting of securities and transfer of resources, services or obligations between the Company and its related party/ies, regardless of whether a price is charged or not.

Provided that the following shall not be a related party transaction:

(a) the issue of specified securities on a preferential basis, subject to compliance of the requirements under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018;

(b) the following corporate actions by the Company 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.

**“Material Modification”**

“Material modifications” means any modifications to the material related party transactions which were approved by the Audit Committee or Shareholders during the year which will change the complete nature of the transaction and in case of monetary thresholds which is in excess of 10% of the originally approved transaction, in case of exigencies only.

**PROCEDURE TO IDENTIFY RELATED PARTY TRANSACTIONS**

Each Director and Key Managerial Personnel is responsible to give notice to the Company Secretary about his / her potential interest in various parties and transactions in the beginning of financial year in the specified format. On the basis of such disclosures the Company Secretary shall identify the proposed related party transactions.

Every Director and the Key Managerial Personnel will also be responsible to update the Company Secretary of any changes in the relationships, directorships, holdings, interests and / or controls immediately on him / her becoming aware of such changes.

**OVERALL FRAMEWORK OF APPROVAL FOR RELATED PARTY TRANSACTIONS:**

| Transactions  | Prior Audit<br>[only IDs in the AC]                | Prior Shareholders of<br>Company |
|---|--|----------------------------------|
| All Related Party Transactions                              | ✓<br>Except with the WOS<br>And<br>Between two WOS | Material Transactions Only       |
| Material modification of approved related party transaction | ✓<br>Except with the WOS<br>And<br>Between two WOS |                                  |
| Material modification of RPT of Company                     | ✓  | ✓                                |

|  |   |                                    |
|--|---|------------------------------------|
| <p>Related Party Transaction of Subsidiary if Company is not a party</p>   | <p>Value &gt; 10% of consol turnover of Company<br/><b>(Value &gt; 10% of standalone turnover of the subsidiary [w.e.f 1.4.2023])</b></p> | <p>Material Only</p>               |
| <p>Material Modification of RPT of Subsidiary<br/>If Company is not a party</p>  |   | <p>Material Modifications only</p> |
| <p>Transaction of the Company and/or its subsidiaries with unrelated parties, the purpose and effect of which is to benefit the Related parties of the Company or any of its subsidiaries.</p> | <p>✓</p>  |                                    |

\*WOS: Wholly owned subsidiary

Any member of the Audit Committee who has a potential interest in any related party transaction will abstain from discussion and voting on the approval of the related party transaction. Only members of the Audit Committee who are independent members shall approve all Related Party Transactions.

### **BOARD APPROVAL**

The Board shall approve RPTs, which are not in ordinary course of business and/or not at arm's length.

Where the Audit Committee does not approve the RPTs, it shall make its recommendations to the Board for approval.

If prior approval of Board or shareholders has not been taken, then such transaction needs to be ratified within 3 months of the date of entering into contract/ arrangement.

### OMNIBUS APPROVAL BY AUDIT COMMITTEE

The Committee may grant omnibus approval in the case of frequent / regular / repetitive transactions which are in the normal course of business of the Company.

The Committee shall satisfy itself about the need for such omnibus approval and that such approval is in interest of the Company.

Such omnibus approval shall specify:

Name(s) of related Party;

Nature, period and maximum amount which is involved in the transaction;

The indicative base price / current contracted price and the formula for variation in price, if any; and

Such other conditions, as the Audit Committee may deem fit.

Further, 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 their value not exceeding Rs. 1 Crore per transaction.

Audit Committee shall review, at least on a quarterly basis, the details of RPTs entered into by the Company pursuant to each of omnibus approval given. Such omnibus approvals shall be valid for a period of one year and shall require fresh approval after expiry of one year.

### DISCLOSURE

The Company shall disclose the policy on dealing with Related Party Transaction on its website and also provide web link for the same in its Annual Report.

The Compliance Officer shall also make necessary entries in the Register of Contracts required to be maintained under the Companies Act, 2013 and do all the other necessary compliances/disclosure as may be required for the time being in force.

The Company shall submit to the stock exchange disclosures of related party transactions in the format as specified by the Board from time to time, and publish the same on its website

Provided further that the Company shall make such disclosures every six months within fifteen days from the date of publication of its standalone and consolidated financial results.

Provided further that the Company shall make such disclosures every six months on the date of publication of its standalone and consolidated financial results. **(with effect from April 1, 2023.)**

## **AMENDMENTS AND UPDATES**

The Audit Committee periodically shall review this Policy and may recommend amendments to this Policy from time to time as it deems appropriate. In addition to guidelines for ongoing Related Party Transactions, the Audit Committee may, as it deems appropriate and reasonable, establish from time to time guidelines regarding the review of other Related Party Transactions. The Board shall have the power to amend any of the provisions of this Policy, substitute any of the existing provisions with a new provision or replace this Policy entirely with a new Policy. However, the Board shall review this policy at least once in every three years.

The Policy shall automatically stand modified to cover revision(s) / amendment(s) in accordance with the applicable laws and regulations in force from time to time.

## **INTERPRETATION**

Any words used in this Policy but not defined herein shall have the same meaning ascribed to it in the Companies Act, 2013 or Rules made thereunder, SEBI Act or Rules and Regulations made thereunder, SEBI Listing Regulations, Accounting Standards or any other relevant legislation / law applicable to the Company.

This Policy is framed based on the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Section 188 of Companies Act, 2013 read with Rule 15 of Companies (Meetings of Board and its Powers) Rules, 2014. In case of any subsequent changes in the provisions of the aforementioned statutes, the statutes would prevail over the Policy and the provisions in the Policy would be modified in due course to make it consistent with law. Any subsequent amendment/modification in SEBI Listing Regulations, Act and/or applicable laws in this regard shall automatically apply to this Policy.

## **EFFECTIVE**

This Policy will be effective from April 1, 2022 unless otherwise specified in the respective clause.