

BEACON TRUSTEESHIP LIMITED  
CONFLICT OF INTEREST POLICY

I. PURPOSE

The purpose of this policy is to ensure the independent functioning of the Empaneled Agency, issuing certificates / reports pertaining to Clients of Company, to Beacon Trusteeship Limited ("Company") pursuant to the circulars issued by the regulatory authorities from time to time.

II. DEFINITIONS

1. **Client** – any Person who is engaged with the Company for obtaining the trusteeship services and / or any person acting as a Security Provider.
2. **Conflict of Interest** – means any act which has the adverse effect on the independence of the reports/certificates issued by the Empaneled Agency.
3. **Certificates / Reports** – means valuation report, ROC search report, title search report, appraisal report, security cover certificate, any other report / certificate as applicable.
4. **Empaneled Agency** – any Person who is empaneled by the Company to conduct due diligence of the Client pursuant to circular issued by the regulatory authorities from time to time.
5. **Financial Interest** – The interest that any Empaneled Agency may have in the monetary transactions of the Clients. In particular, any interest that could have a direct bearing on the financial gain/loss of the said Empaneled Agency.
6. **Person** - any individual, corporation, firm, association, partnership, limited liability partnership, company or other legal entity or other form of business organization.
7. **Security Provider** – means any person providing by way of charge, mortgage, pledge, hypothecation, assignment, lien, or any other form of encumbrance, a right over certain assets to the Company, in respect of any trusteeship services obtained by Client.

III. PROCEDURE

1. Duty to disclose

Every Empaneled Agency is obligated to disclose any known or potential Conflicts of Interest as soon as they arise. Failure to do so could result in termination of agreement / terms of empanelment with the Company. An Empaneled Agency shall ensure that it discloses any conflict of interest arising because of following:

- a. The Empaneled Agency has had a pecuniary relationship with the Client within three years prior to the date of Issue Opening; and
- b. Any other event / fact / transaction which may or will result in conflict of interest.

2. Investigating potential conflicts

When a possible Conflict of Interest arises, the Company will collect of the pertinent information and may question any concerned parties. If the Company determines that a Conflict of Interest exists, steps will be taken to address to conflict. If no Conflict of Interest exists, the inquiry may be documented but no further action will be taken.

3. Addressing conflicts of interest

When an actual Conflict of Interest is found, any transactions that may have been affected will be reviewed retrospectively. Affected parties both within and outside of the business, will be notified. An investigation will also be conducted by the Company to determine the extent of the Conflict of Interest and the intentions of the parties involved.

4. Disciplinary action

As all Conflict of Interest will be reviewed on a case-by-case basis, a review may result in disciplinary action. The Company has full discretion to deem what disciplinary action is both fitting and necessary,

BEACON TRUSTEESHIP LIMITED

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A/10/200

including but not limited to suspension and / or termination of agreement / terms of empanelment with Empaneled Agency.

**5. Fees**

Any Fees chargeable in respect of Certificates / Reports furnished by the Empaneled Agency shall be charged in name of the Company only. The Empaneled Agency shall ensure that it does not take any Fees or Commission or Expense Reimbursement or any other monetary benefit from the Client, in respect of afore said certificates / reports furnished. The Empaneled Agency will be liable to disclose to the Company any monetary inflows from the Client, irrespective of whether the same tantamount to a Conflict of Interest or not.

**IV. DECLARATION FOR NON-CONFLICT OF INTEREST**

The Declaration for non-Conflict of Interest shall be obtained from the Empaneled Agency as per Annexure I for the respective Client before initiating the process of due diligence of respective Client.

**V. APPROVED BY THE BOARD**

This Policy was approved by the Policy Review Committee on July 31, 2023.

**ANNEXURE I**

<<On the letter head of Empaneled Agency>>

Date: \_\_\_\_\_

To,  
Beacon Trusteeship Limited  
4 C & D, Siddhivinayak Chambers, Opp. MIG Cricket Club,  
Bandra (East), Mumbai 400051

Sub: Declaration for not having conflict of interest in conducting the due diligence of the <<Name of the Client>> ("Issuer Company") and <<Name of Security Provider, if any>> ("Security Provider")

Dear Sir,

We, <<name of Empaneled Agency>>, <<Address>>, hereby declare that we do not have any direct or indirect Interest in the Client/Security Provider ----- whose Due Diligence exercise / Periodic Monitoring we have been advised to undertake in terms of the Empanelment Agreement dated -----executed with Beacon Trusteeship Limited.

**Declaration as required under SEBI Master circular SEBI/HO/DDHS-PoD1/P/CIR/2023/109 dated March 31, 2023 (updated as on July 06, 2023):**

We further confirm that we have no pecuniary relationship with the Issuer Company at least 3 (three) years prior to the issue.

This declaration forms an integral part of the said Empanelment Agreement.

Yours Faithfully,

For <<Name of Empaneled Agency>>

<<Authorised Signatory>>  
<<Sign & Stamp>>