POLICY ON RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST

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I. Applicability

This Policy shall be applicable to Mindspace REIT in relation to Related Party Transactions of Mindspace REIT and its Asset SPVs with related parties, as defined under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended..

II. Introduction & Purpose

The Board of Directors of Manager ("the Board") has adopted this Policy with respect to related party transactions and conflict of interest situations, in terms of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, including any rules, circulars, guidelines or notifications issued thereunder ("**REIT Regulations**") and applicable law.

The Audit Committee may, from time to time, review, and recommend amendments to the Policy to the Board. The Board shall review the Policy at least once every three years or at such earlier intervals as may be required under applicable law and may amend the Policy from time to time.

The Policy is adopted to regulate the transactions of Mindspace REIT and/or its HoldCo/Assets SPVs with Related Party/Related Parties, based on the laws and regulations applicable to Mindspace REIT and best practices.

The objective of the Policy is to ensure proper approval, supervision and reporting of the transactions between Mindspace REIT and/or its HoldCo/Assets SPVs with Related Party/Related Parties.

III. Definitions

i. "**Applicable Law**" means any statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval of any governmental agency, directive, guideline, policy, requirement or other government restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing governmental agency having jurisdiction, applicable to any party, in force from time to time, including but not limited to the REIT Regulations.

ii. "**Associate**" of any person shall have such meaning ascribed to such term under the REIT Regulations, as amended from time to time.

iii. "**Audit Committee**" means the audit committee constituted by the Board of Directors of the Manager, from time to time.

iv. "**Act**" means the Companies Act, 2013 as amended from time to time.

v. "**Board of Directors/Board**" shall mean the Board of Directors of the Manager.

vi. "**Asset SPVs**" shall mean the asset SPVs of Mindspace REIT as per the definition under the REIT Regulations, as amended from time to time

vii. "**Holdco(s)**" shall mean as defined under the REIT Regulations, as amended from time to time.

viii. "**Listing Agreement**" shall mean the listing agreement entered into with the Stock Exchanges by the Manager or the Trustee on behalf of Mindspace REIT, in line with the format as specified under the Securities and Exchange Board of India circular number CIR/ CFD/CMD/6/2015 dated October 13, 2015 on "Format of uniform Listing Agreement".

ix. "**Offer**" shall mean the initial offer of Units to public by Mindspace REIT.

x. "**Offer Documents**" shall mean the draft offer document, offer document and final offer document prepared in accordance with Applicable Laws, for the purpose of the Offer.

xi. "**Related Party/ies**" shall mean as defined under the REIT Regulations as amended from time to time.

xii. "**Right of First Offer Agreement**" shall mean the deed of right of first offer dated 29th June, 2020 executed between Manager, Trustee and Sponsor

xiii. "**SEBI REIT Regulations**" or "**REIT Regulations**" shall mean Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended from time to time and circulars issued by the Securities and Exchange Board of India from time to time.

xiv. "**SEBI**" shall mean Securities and Exchange Board of India.

xv. "**Stock Exchanges**" shall mean BSE Limited and the National Stock Exchange of India Limited

xvi. "**Sponsor**" shall mean as defined term under the REIT Regulations, as amended from time to time or as approved by SEBI.

xvii. "**Trustee**" shall mean Axis Trustee Services Limited, the trustee to the trust or such other trustee as appointed for Mindspace REIT, in accordance with the REIT Regulations.

xviii. "**Unit**" shall mean an undivided beneficial interest in Mindspace REIT, and such Units together represent the entire beneficial interest in Mindspace REIT.

xix. "**Unitholders**" shall mean any person who holds any Unit of Mindspace REIT.

Unless the context otherwise requires, the words and expressions used in this Policy but not defined herein, shall have the respective meanings ascribed to them in the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014 ("REIT Regulations"), as amended or any other applicable law.

IV. As a matter of good governance, the requirements laid out in Paras V and VIII of this Policy below, shall also be applicable to transactions between the REIT or any of its HoldCo/SPV of the REIT on one hand and a Related Party of the REIT or a HoldCo/SPV of the REIT on the other hand.

V. General Requirements

i. In terms of the REIT Regulations, the Manager shall ensure that all transactions with Related Parties shall be:

(a) on an arm's-length basis;
(b) in the best interest of the Unitholders;
(c) consistent with the strategy and investment objectives of Mindspace REIT;
(d) compliant with applicable law(s); and
(e) disclosed to the Stock Exchanges and the Unitholders periodically in accordance with the Listing Agreement and the REIT Regulations.

ii. The following shall not be a Related Party transactions:

a. payment of dividend by Holdco/SPV;
b. subdivision or consolidation of securities by Holdco/SPV;
c. issuance of securities by way of a rights issue or a bonus issue by Holdco/SPV;
d. buy-back of securities by Holdco/SPV;

iii. payment of remuneration by Holdco/SPV to its directors or KMP;Mindspace REIT may, subject to the conditions specified under these Policy and the REIT Regulations:

(a) acquire assets from Related Parties;
(b) sell assets or securities to Related Parties;
(c) lease assets to Related Parties;
(d) lease assets from Related Parties;
(e) invest in securities issued by Related Parties;
(f) borrow from Related Parties; and
(g) carry out such transactions with Related Parties as may be permitted under Applicable Law.

iv. With respect to purchase or sale of properties:

a. two valuation reports from two different valuers, independent of each other, shall be obtained;

b. such valuers shall undertake a full valuation of the assets proposed to be purchased or sold as specified under Regulation 21 of the REIT Regulations; and

c. transactions for purchase of such assets shall be at a price not greater than, and transactions for sale of such assets shall be at a price not less than, 110% and 90% of the average of the two independent valuations respectively;

v. Mindspace REIT shall not undertake lending to any person other than the Holdco or the Asset SPVs in which it has invested in, subject to requirements stipulated under the REIT Regulations.

VI. Approval of the Unitholders

i. Where Related Party transactions required approval of the Unitholders as stipulated under the REIT Regulations, such approval shall be obtained in accordance with Regulation 22 of the REIT Regulations and the request for such approval shall be accompanied by a transaction document as specified under Regulation 19(5)(c) of the REIT Regulations which shall include the disclosures specified under Regulation 19(6) of the REIT Regulations,

(a) the total value of all the Related Party transactions, in a financial year, pertaining to acquisition or sale of assets/properties, whether directly or through the Holdco and/or the Asset SPVs, or investments into securities exceeds 10% of the value of Mindspace REIT; or

(b) the value of net funds borrowed from the Related Parties, in a financial year, exceeds 10% of the total consolidated borrowings of Mindspace REIT, Holdco and/or the Asset SPVs.

It is hereby clarified that voting by any person who is a related party with respect to a transaction, as well as the voting by the Associates of such person, shall not be considered on such Related Party transaction.

ii. In the event of any properties being leased to Related Party/ies of Mindspace REIT after the Offer, if:

(a) such lease area exceeds 20% of the total area of the underlying assets;

(b) value of assets under such lease exceeds 20% of the value of the total underlying assets in accordance with the last valuation undertaken in accordance with the REIT Regulations;

(c) rental income obtained from such leased assets exceeds 20% of the value of the rental income of all underlying assets;

a fairness opinion from an independent valuer shall be obtained by the Manager and submitted to the Trustee and approval of Unitholders in accordance with Regulation 22 shall be obtained.

iii. For any Related Party transaction requiring the approval of the Unitholders the agreement shall be entered into within six months from the date of approval of the Unitholders. However, in case the agreement is not entered into within such period, approval from the Unitholders may be sought for extension for another six months in accordance with Regulation 22 with the updated valuation report.

VII. Disclosure and Reporting

i. The Manager shall submit to the Trustee, quarterly reports on the activities of Mindspace REIT, including the status of compliance with the requirements specified under the REIT Regulations, with respect to Related Party transactions as per Applicable Law.

ii. Related Party transactions shall be disclosed to the Stock Exchanges and the Unitholders periodically, in accordance with the REIT Regulations and the Listing Agreement. With respect to any Related Party transaction, the Manager shall adequately disclose the details of any fees or commissions received or to be received by such Related Party to the Stock Exchanges and Unitholders.

iii. In terms of the REIT Regulations, the annual report and half yearly report to be submitted by the Manager to all Unitholders, electronically or by physical copies, and to the Stock Exchanges within three months from the end of the financial year and within 45 days from the end of the half year ending on September 30, shall contain, *inter alia*, details of all Related Party transactions, including acquisitions or disposal of any assets, directly or through the Holdco/Asset SPVs during the year, the value of which exceeds 5% of value of Mindspace REIT assets in accordance with the last valuation undertaken in accordance with the REIT Regulations.

iv. Any arrangement or transaction or contract with any Related Party shall be disclosed to the Unitholders and to the Designated Stock Exchanges other than arrangements or transactions provided in the REIT Regulations.

VIII. Other conditions

i. In addition to any other requirement that may be prescribed in terms of the REIT Regulations or other applicable laws, all Related Party transactions will be reviewed and approved by the Audit Committee.

ii. As a general rule, the Manager must demonstrate to the Audit Committee that Related Party transactions satisfy the criteria set out hereunder at the time of recommending the same for the approval of the Audit Committee.

iii. The Manager will maintain a register to record all Related Party transactions entered into by Mindspace REIT and the basis on which they are entered into.

iv. No Related Party shall retain cash or other rebates from any property agent in consideration for referring transactions in REIT assets to the property agent.

v. The Audit Committee shall review at least quarterly/half yearly as the case may be in each financial year, the Related Party transactions entered into during such quarter / half year to ascertain that the guidelines and procedures established to monitor the Related Party transaction have been complied with.

vi. The review by the Audit Committee will include the examination of the nature of the transaction and its supporting documents or such other data as may be deemed necessary by the Audit Committee.

vii. While considering a Related Party transaction, any member of the Audit Committee who has a potential interest in any Related Party transaction will recuse himself or herself and abstain from discussion and voting on Related Party transaction.

viii. The Audit Committee may also, in the interest of the conduct of affairs of Mindspace REIT, grant omnibus approval for all Related Party transactions proposed to be entered into in a financial year subject to such conditions, limits, validity period and other requirements and compliance as may be prescribed under REIT Regulations or any other applicable law, rules and regulations from time to time.

ix. Transactions between two or more of the REITs with a common manager or sponsor shall be deemed to be related party transactions for each of the REITs and the provisions of the REIT Regulations and this Policy shall apply.

IX. Potential Conflict of Interest

i. All resolutions in writing concerning investments with respect to matters concerning Related Party transactions of Mindspace REIT must be approved by majority of all non-related members.

ii. Where matters concerning Mindspace REIT relate to transactions entered into or to be entered into by the Manager for and on behalf of Mindspace REIT with a Related Party, the Board of the Manager is required to consider the terms of the transactions to satisfy itself that the transactions are conducted in accordance with the parameters set forth.

iii. In the event that the employees of the Manager also provide services to KRC group entities or third parties, including the Sponsor, Sponsor Group, or their affiliates, it shall ensure that it continues to have adequate control in place to ensure segregation of its activities as manager to Mindspace REIT from such other activities, if any

iv. To ensure compliance with the Right of First Offer Agreement, the Manager will maintain a register of all opportunities / transactions arising from the implementation of the Right of First Offer Agreement.

v. The Audit Committee at such intervals as it may deem fit, review the implementation of Right of First Offer Agreement to ensure compliance. The review will include an examination of supporting documents and such other data deemed necessary to the Audit Committee. If a member of the Audit Committee has an interest in a transaction arising from the implementation of the Right of First Offer Agreement he or she is to abstain from participating in the review and approval process in relation to that transaction.

vi. The transactions pursuant to which employees of the Manager provide advice to the Sponsor/Sponsor Group shall be reported to the Audit Committee and the Audit Committee shall ensure that the interests of Mindspace REIT and its Unitholders are adequately protected.

vii. The Sponsors and certain entities forming part of the Sponsor Group may be interested in businesses which directly compete with the activities of Mindspace REIT. To the extent applicable, the Sponsors and such Sponsor Group entities shall perform their duty in relation to Mindspace REIT independent of their related business.

viii. Other Related Party/ies to Mindspace REIT may be interested in businesses which directly compete with the activities of Mindspace REIT. To the extent applicable, such Related Party/ies shall perform their duty in relation to Mindspace REIT independent of their related business.

X. Amendment to the Policy

Notwithstanding the above, this Policy will stand amended to the extent of any change in Applicable Law, including any amendment to the REIT Regulations, without any action from the Board of the Manager or approval of the Unitholders of the REIT.
