

PREPARED BY



— OBJECTIVES & ROADMAP • INDIA

The two DPDP dates, and what to achieve by each

Three objectives for 13 November 2026.
Ten for 13 May 2027. The detail behind
every one.

— WHAT IS IN THIS GUIDE

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PART ONE

The two dates

Why two deadlines get quoted together,
and why only one of them is yours.

4 One of these dates is probably not yours

— ORIENTATION

One of these dates is probably not yours

The DPDP Rules 2025 commence in tranches. Two dates get quoted together as if both were general compliance deadlines. **They are not.**

TRANCHE ONE • 3 OBJECTIVES

13 Nov 2026

RULE 4 ONLY – CONSENT MANAGERS

TRANCHE TWO • 10 OBJECTIVES

13 May 2027

RULES 3, 5-16, 22, 23 – EVERYONE

HOW THIS GUIDE IS BUILT

Each date opens with **the objectives to achieve**, stated plainly. The pages that follow give the detail behind them. **Page 21 is a checklist** mapped back to the objective numbers, so progress can be tracked against it.

PART TWO

Date one

13 November 2026

Rule 4 alone. For almost every organisation the work here is a decision, not a build.

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- 6 Objectives to achieve
 - 7 Why the answer is almost always "no"
 - 8 Why a cookie banner is not a Consent Manager
 - 9 Why buying one changes nothing
 - 10 If you are pursuing registration

— DATE ONE • 13 NOVEMBER 2026

Objectives to achieve

This date commences **Rule 4 alone** — Consent Manager registration. For almost every organisation the work is a decision, not a build.

1.1 Decide whether you intend to operate as a Consent Manager

A board-level yes or no. For a manufacturer, retailer, bank or service business the answer is almost always no.

1.2 If no — record the decision and close the question

Minute it, and tell procurement and legal. **This is what stops a vendor selling you something against this date.**

1.3 If yes — be ready to apply on day one

Satisfy First Schedule Part A, and have the evidence assembled before the Board opens applications.

FOR MOST READERS, THE WHOLE OF DATE ONE

Objectives 1.1 and 1.2, and nothing else. No system, no appointment, no spend.

— BEHIND OBJECTIVES 1.1 AND 1.2

Why the answer is almost always "no"

A CONSENT MANAGER IS A LICENSED BUSINESS

"'Consent Manager' means a person registered with the Board, who acts as a single point of contact to enable a Data Principal to give, manage, review and withdraw her consent through an accessible, transparent and interoperable platform."

s.2(g)

AND USING ONE IS THE INDIVIDUAL'S CHOICE

"The Data Principal may give, manage, review or withdraw her consent to the Data Fiduciary through a Consent Manager."

s.6(7) – permissive, and the subject is the individual

THE CONCLUSION

No provision of the Act or the Rules requires any Data Fiduciary to appoint, engage or register with a Consent Manager. The next page explains the one thing most often mistaken for it.

— BEHIND OBJECTIVE 1.2

Why a cookie banner is not a Consent Manager

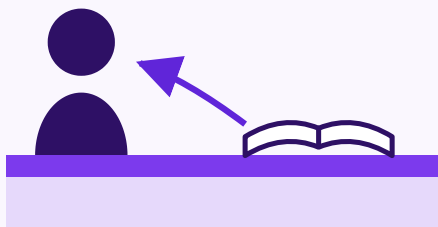
The difference is simply **who the thing works for**.

A CONSENT PLATFORM IS YOUR TOOL

You buy it. You install it on your site. It collects "**I agree**" from visitors, and it keeps the record **for you** — so you can prove people agreed. **It serves your company.**

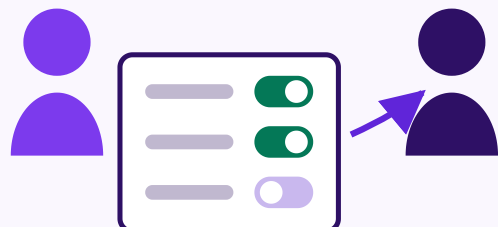
A CONSENT MANAGER IS THE CUSTOMER'S TOOL

A separate licensed company. **The individual signs up with it, not you.** It gives them one dashboard showing every business they have said yes to — their bank, their insurer, their shop — so they can review it all and switch any of it off from one place. **It serves them, not you.**



THE SHOP'S VISITOR BOOK

Belongs to the shop. Kept for the shop.



AN AGENT THEY HIRE

Works for them. Can switch any of it off.

Both collect a "yes". **The arrow shows who it is collected for** — and that is the whole difference.

— BEHIND OBJECTIVE 1.2, CONTINUED

Why buying one changes nothing

TWO RULES MAKE IT IMPOSSIBLE FOR A VENDOR PRODUCT TO BE ONE

- It must act **in a fiduciary capacity to the individual** — legally on their side, not yours. **A tool you pay for cannot do that.**
- The data passing through it must be **"not readable by it"**. Your consent platform reads everything — that is the whole point of it.

So they are not two versions of the same thing. They point in opposite directions.

AND "DISCHARGES NO OBLIGATION" SIMPLY MEANS

Nobody is required to have a Consent Manager in the first place. So there is no box to tick — **which means nothing you buy can tick it.**

BUT KEEP THIS STRAIGHT

A consent platform is still genuinely useful. It can help you do real things the Act **does** require — showing notice, capturing consent, handling withdrawal and keeping records. **The point is not "do not buy one." It is: do not buy one believing it answers a Consent Manager requirement, because that requirement does not exist.** If a vendor tells you their product makes you compliant by November 2026, **that is the claim to push back on.**

s.5 • s.6 • First Schedule Part B, items 2 and 8

— BEHIND OBJECTIVE 1.3

If you **are** pursuing registration

Part A sets the entry conditions. Part B sets how you must then behave.

- ☐ **A company incorporated in India**, with the Consent Manager business in its objects
- ☐ **Net worth of at least ₹2 crore**
- ☐ **Fit-and-proper** directors and key managerial personnel
- ☐ A constitution **entrenching the conflict-of-interest obligations**, amendable only with Board approval
- ☐ **Independent certification** that your interoperable platform meets the Board's published standards

WHAT PART B THEN REQUIRES

Data passing through you must be "*not readable by it*"; you act in a **fiduciary capacity to the individual**; you **may not sub-contract**; records are kept **at least seven years**.

A PRACTICAL RISK

Rule 4 commences into a registry that is not yet staffed, and Rule 4(1) requires the Board to publish application particulars first. **Assemble Part A evidence now rather than waiting for a portal.**

PART THREE

Date two

13 May 2027

Rules 3 and 5 to 16 commence together.
Every Data Fiduciary, no size threshold, no
grace period.

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— DATE TWO • 13 MAY 2027

Objectives to achieve — 1 to 5

Rules 3 and 5 to 16 commence together. **Every Data Fiduciary, no size threshold, no grace period.**

2.1 Know every flow of personal data, and your role in each

Data Fiduciary where you set the purpose and means; Data Processor where a customer does.

2.2 Have a lawful basis recorded for every flow

Consent under s.6, or a legitimate use under s.7. One or the other, flow by flow.

2.3 Give compliant notice and capture valid consent

Itemised, in the individual's chosen language, with withdrawal as easy as giving.

2.4 Resolve the legacy data position

Everything already collected is re-consented, re-based or erased.

2.5 Implement and evidence all seven Rule 6 safeguards

Including one year's retention of logs, and flow-down into processor contracts.

— DATE TWO • 13 MAY 2027

Objectives to achieve — 6 to 10

2.6 Be able to report a breach on both clocks

Affected individuals without delay; the Board without delay, then in detail within 72 hours.

2.7 Be able to answer rights requests

Access, correction, erasure and nomination — with a working process behind each.

2.8 Publish the Rule 9 contact, and meet the 90-day grievance limit

A named person who can answer questions about your processing. **This is the one appointment you really must make.**

2.9 Have documented retention periods actually running

Erasure when the purpose ends — reconciled with the one-year log duty.

2.10 Have assessed the children's position

Including the part of section 9 that no one can be exempted from.

SEQUENCING

2.1 and 2.2 come first — you cannot obtain consent for data you cannot find. **2.3 and 2.5 then run in parallel:** consent has the longest lead time, security the largest penalty.

— BEHIND OBJECTIVES 2.1 AND 2.2

Flows, roles and lawful basis

- **Inventory every flow** — customers, staff, vendors, website visitors, support calls, device telemetry
- **Name your role per flow.** The test is who **determines the purpose and means** of the processing
- **Pick the basis** — consent under s.6, or one of the legitimate uses in s.7
- **List your processors** and every third party the data reaches

A SHORTCUT WORTH KNOWING

No notice is required for s.7 legitimate-use processing. The notice duty attaches to a consent request, so getting the basis right here removes work later.

s.5(1)

WHERE PROCESSORS GET CAUGHT

If you process on a customer's behalf, they must put "*a valid contract*" in place with you. **Expect those contracts to arrive before the statute does.**

s.8(2)

Achieved when: a data map exists, with a role and a lawful basis recorded against every flow, and a vendor register beside it.

— BEHIND OBJECTIVES 2.3 AND 2.4

Notice, consent and the back catalogue

- **Itemised notice** — what data, for what purpose, how to exercise rights, how to complain to the Board
- **Language** — the individual may choose English or any of the **22 Eighth Schedule languages**
- **Consent** must be free, specific, informed, unconditional and unambiguous, by clear affirmative action
- **Withdrawal as easy as giving**
- **Keep the evidence** — the burden of proof sits on you

OBJECTIVE 2.4 IS THE LONG POLE

Data already collected needs a decision: **re-consent it, move it to a s.7 basis, or erase it**. For a large base this is the single biggest line of work in the whole programme — which is why it has its own objective.

Achieved when: notice is live, consent capture and withdrawal work, records are kept, and no legacy record sits without a basis. s.5 · s.6 · Rule 3

BEHIND OBJECTIVE 2.5

The seven Rule 6 safeguards

Listed as a minimum. They are not aspirational.

- (a) Encryption, obfuscation, masking or virtual tokens
- (b) Access control on the computer resources used
- (c) Logs, monitoring and review to detect unauthorised access
- (d) Backups, so processing continues after loss
- (e) **Retain logs and personal data for one year**
- (f) Contractual flow-down to every processor
- (g) Technical and organisational measures to make it stick

THE LARGEST PENALTY IN THE ACT

Failure to take reasonable security safeguards carries up to **₹250 crore** — the highest single figure in the Schedule.

s.8(5) · Schedule entry 1

Achieved when: each of the seven heads is evidenced, not merely asserted.

— BEHIND OBJECTIVES 2.6, 2.7 AND 2.8

Breach, rights and the named contact

2.6 · TO AFFECTED INDIVIDUALS

Without delay. Nature, extent and timing, likely consequences, what you are doing, what they can do, and who to contact.

2.6 · TO THE BOARD

Without delay, an initial intimation — then a **detailed report within 72 hours**. Failure to notify: up to **₹200 crore**.

2.7 · THE FOUR RIGHTS

Access (s.11) · **correction and erasure** (s.12) · **grievance** (s.13) · **nomination** (s.14).

2.8 · THE HARD DEADLINE

Grievances resolved within **90 days** — the only timeline the Rules prescribe. Set and publish your own for access and correction.

THE APPOINTMENT YOU ACTUALLY NEED

Publish the contact of **a person who can answer questions about your processing** — on your site or app, and in every rights response. This, not a Consent Manager, is the universal duty.

s.8(9) · Rule 9

— BEHIND OBJECTIVES 2.9 AND 2.10

Retention, and children

2.9 · THE GENERAL DUTY

Erase personal data **when the purpose is no longer being served**, unless retention is required by law. (s.8(7))

2.9 · THE FIXED CLOCKS

The Third Schedule's three-year rule reaches only **e-commerce (≥2 crore users), online gaming (≥50 lakh) and social media (≥2 crore)**. If you are none of those, **set and document your own periods** — and reconcile them with Rule 6(1)(e).

2.10 · TWO THINGS PEOPLE GET WRONG

s.9(3) is a prohibition, not a consent condition — parental consent does not unlock tracking, behavioural monitoring or targeted advertising. And the Fourth Schedule is headed "*Exemptions from section 9(1) and 9(3)*", so **s.9(2) — no processing with a detrimental effect on a child's well-being — cannot be exempted by anyone**. Breach of s.9: up to ₹200 crore.

Achieved when: a retention schedule is running, and the children's assessment is documented — including anything shipped switched on by default.

PART FOUR

Plan and track

What to leave out, when to do the rest, and a single list to measure progress against.

20 What you do not need, and the calendar

21 Every objective, in one list

— NOT AN OBJECTIVE

What you do **not** need

A CONSENT MANAGER

Not now, not in May 2027. **No Data Fiduciary is ever required to have one.**

A DATA PROTECTION OFFICER

Only if the Government notifies you a **Significant Data Fiduciary**. That is a designation, not a self-assessment. (s.10(1))

DATA LOCALISATION

Transfers run on a **restriction list, and no country has been notified**. Offshore hosting is permitted. (s.16 · Rule 15)

— WORKING BACK FROM MAY 2027

- **Now → +3 months.** Objectives 1.1, 1.2, 2.1 and 2.2
- **+3 → +8 months.** Objectives 2.3, 2.4 and 2.5 in parallel
- **+8 → +12 months.** Objectives 2.6, 2.7, 2.8 and 2.9
- **Final quarter.** Objective 2.10, then rehearse and evidence. **If you are still building here, the plan has slipped**

— TRACK AGAINST THIS

Every objective, in one list

- ☐ 1.1-1.2 Consent Manager question **decided and minuted**
- ☐ 2.1 Data map complete, with a **role per flow**
- ☐ 2.2 A **lawful basis recorded** against every flow
- ☐ 2.3 Notice live and itemised, in the **required languages**
- ☐ 2.3 Consent capture, **withdrawal** and consent records working
- ☐ 2.4 Legacy data **re-consented, re-based or erased**
- ☐ 2.5 All **seven Rule 6 safeguards** evidenced, with **one year** of logs
- ☐ 2.5 Processor contracts carry the **security flow-down**
- ☐ 2.6 Breach runbook written and **drilled once**
- ☐ 2.7 Rights workflow live for all **four rights**
- ☐ 2.8 **Rule 9 contact published**; 90-day grievance SLA met
- ☐ 2.9 Retention periods **documented and running**
- ☐ 2.10 Children's position assessed, including **s.9(2)**

STANDING OF THIS GUIDE

Statutory text read from the Gazette of India. The **Data Protection Board is constituted but appears unstaffed** and has issued no decisions, so nothing here has been tested in practice. Confirm with counsel before acting.