



PPAP Automotive Limited

CODE OF CONDUCT FOR REGULATING, MONITORING AND REPORTING OF TRADING BY DESIGNATED PERSONS

This Code has been made pursuant to Regulation 9 of Securities and Exchange Board of India (SEBI) (Prohibition of Insider Trading) Regulations, 2015. The objective of the Code is to Regulate, Monitor and Report Trading by Designated Persons towards achieving compliance with SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.

1. DEFINITIONS

- a) **"Act"** means the Securities and Exchange Board of India Act, 1992.
- b) **"Board"** means the Board of Directors of the Company.
- c) **"Chief Operating Officer (COO)"** means the Chief Operating Officer of the Company or any other person designated as such from time to time.
- d) **"Code"** or **"Code of Conduct"** shall mean this Code of Conduct for Regulating, Monitoring and Reporting of trading by Designated Persons.
- e) **"Company"** means PPAP Automotive Limited.
- f) **"Compliance Officer"** means Company Secretary or such other senior officer appointed by the Board of Directors of the Company for the purpose of these Regulations from time to time.
- g) **"Connected Person"** means:
 - i. any person who is or has during the six months prior to the concerned act, been associated with the Company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the Company or holds any position including a professional or business relationship between himself and the Company whether temporary or permanent, that allows such person, directly or indirectly, access to Unpublished Price Sensitive Information or is reasonably expected to allow such access.
 - ii. Without prejudice to the generality of the foregoing, the persons falling within the following categories shall be deemed to be Connected Persons unless the contrary is established:
 - a. An Immediate Relative of (Connected Persons specified in clause (i); or
 - b. A holding company or associate company or subsidiary company; or
 - c. An intermediary as specified in Section 12 of the Act or an employee or director thereof; or

- d. An investment company, trustee company, asset management company or an employee or director thereof; or
 - e. An official of a Stock Exchange or of clearing house or corporation; or
 - f. A member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or
 - g. A member of the board of directors or an employee, of a public financial institution as defined in Section 2(72) of the Companies Act, 2013; or
 - h. An official or an employee of a self-regulatory organization recognized or authorized by the Board; or
 - i. A banker of the Company; or
 - j. A concern, firm, trust, Hindu undivided family, company or association of persons wherein a Director of the Company or his Immediate Relative or banker of the Company, has more than ten percent, of the holding or interest.
- h) "Designated Persons"** means a person occupying any of the following position in the Company:
- i. All Directors, KMPs and COO;
 - ii. Promoter and Promoter Group;
 - iii. Employees belonging to the category of Assistant General Manager or above;
 - iv. Every employee working in Finance, Accounts, Secretarial, Legal and Information Technology Department;
 - v. Such other person as may be specified by the Compliance Officer in consultation with the Managing Director;
 - vi. Such person who have Material Financial Relationship of the persons specified above; and
 - vii. Immediate Relatives of the persons specified (i) to (v) above.
- i) "Director"** means a member of the Board of Directors of the Company.
- j) "Generally available information"** means information that is accessible to the public on a non-discriminatory basis.
- k) "Immediate Relative"** means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to Trading in Securities.
- l) "Insider"** means any person who is:
- i. A Connected Person; or
 - ii. A person in possession of or having access to Unpublished Price Sensitive Information including any person who is in receipt of Unpublished Price Sensitive Information for Legitimate Purpose.
- m) "Key Managerial Personnel (KMP)"** means person as defined in Section 2(51) of the Companies Act, 2013.
- n) "Legitimate Purpose"** shall include sharing of Unpublished Price Sensitive Information in the ordinary course of business by an Insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal

advisors, auditors, insolvency professionals or other advisors or consultants of the Company, provided that such sharing has not been carried out to evade or circumvent the prohibitions of said Regulations.

- o) "Material Financial Relationship"** shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift during the immediately preceding twelve months, equivalent to at least 25% of such payer's annual income but shall exclude relationships in which the payment is based on arm's length transactions.
- p) "Managing Director"** means the Managing Director of the Company or any other person designated as such from time to time.
- q) "Promoter"** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- r) "Promoter Group"** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- s) "Regulation"** shall mean the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulation 2015 or any modification thereof.
- t) "Securities"** means the equity / preference shares, debentures or any other security of the Company which is listed on any Stock Exchange whether in India or overseas and related stock market derivatives, for the avoidance of doubt, with reference to the Company, has the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 or any modification thereof, but does not include units of a mutual fund.
- u) "Stock Exchange"** means all exchanges where the Securities of the Company are listed.
- v) "Takeover Regulations"** means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 or any modification thereof.
- w) "Trading"** means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any Securities, and trade shall be construed accordingly.
- x) "Trading Day"** means a day on which the recognized Stock Exchanges are open for Trading.
- y) "Trading Window"** means Trading period for Trading in the Company's Securities. All days shall be the Trading periods except when Trading Window is closed.
- z) "Unpublished Price Sensitive Information"** means any information, relating to a Company or its Securities, directly or indirectly, that is not generally available

which upon becoming generally available, is likely to materially affect the price of the Securities and shall, ordinarily including but not restricted to, information relating to the following:

- i. Financial results;
- ii. Dividends;
- iii. Change in capital structure;
- iv. Mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions;
- v. Changes in Key Managerial Personnel;
- vi. any event as may be considered by the Compliance Officer in consultation with the Managing Director; and
- vii. any other matter / event as may be prescribed by SEBI from time to time.

2. ROLE OF COMPLIANCE OFFICER

- i. The Company has appointed the person holding the position of Company Secretary, as the Compliance Officer for the purpose of this Code and the Regulations made thereunder.
- ii. The Compliance Officer shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the Regulations for the preservation of Unpublished Price Sensitive Information, monitoring of trades and the implementation of the Code of Conduct under the overall supervision of the Board.
- iii. The Compliance Officer shall maintain records of all declarations and disclosures received by him / her under the Code for a minimum period of 5 (five) years.
- iv. The Compliance Officer shall assist all employees / Designated Persons in addressing any clarifications regarding the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct.
- v. The Compliance Officer will propose necessary changes to the Code of Conduct, as and when the same are necessitated. The proposal will be considered by the Board and, if approved, will take effect immediately following the meeting of the Board or any other date as may be prescribed under the Regulations.
- vi. The Compliance Officer periodically review the process to evaluate the effectiveness of internal controls to ensure compliance with the requirements given in these Regulations to prevent Insider Trading.
- vii. The Compliance Officer shall provide report on annual basis to the Chairman of the Audit Committee, including all the details of the Trading in Securities of the Company by the Designated Persons and the accompanying documents such persons had executed under the pre- clearance procedure as envisaged in this Code. The Audit Committee shall verify that the systems for internal control are adequate and operating effectively.

3. PRESERVATION OF PRICE SENSITIVE INFORMATION

- i. All Insiders and Designated Persons shall maintain the confidentiality of price sensitive information. Price sensitive information is to be handled on "need to

know" basis i.e. no price sensitive information shall be communicated to any person except in furtherance of the Legitimate Purposes, performance of duties or discharge of legal obligations.

- ii. No Insider shall communicate, provide, or allow access to any Unpublished Price Sensitive Information, relating to the Company or Securities listed or proposed to be listed, to any person including other insiders except where such communication is in furtherance of Legitimate Purposes, performance of duties or discharge of legal obligations.
- iii. Unpublished Price Sensitive Information may be communicated, provided, allowed access to or procured, in connection with a transaction which entails:
 - o an obligation to make an open offer under the Takeover Regulations where the Board of the Company is of informed opinion that sharing of such information is in the best interests of the Company; or
 - o not attract the obligation to make an open offer under the Takeover Regulations but where the Board of the Company is of informed opinion that sharing of such information is in the best interests of the Company and the information that constitute Unpublished Price Sensitive Information is disseminated to be made generally available at least two Trading Days prior to the proposed transaction being effected in such form as the Board may determine to be adequate and fair to cover all relevant and material facts.

However, the Board shall require the parties to execute agreements to contract confidentiality and non-disclosure obligations on the part of such parties and such parties shall keep information so received confidential, except for the Legitimate Purpose and shall not otherwise trade in Securities of the Company when in possession of Unpublished Price Sensitive Information.

4. TRADING PLAN

- i. An Insider may be entitled to formulate a trading plan for dealing in Securities of the Company and present it to the Compliance Officer for approval and public disclosure pursuant to which trades may be carried out on his behalf in accordance with such plan.

The Trading Plan shall:

- a) Not entail commencement of Trading on behalf of the Insider earlier than six months from the public disclosure of the plan;
- b) Not entail Trading for the period between the twentieth Trading Day prior to the last day of any financial period for which results are required to be announced by the issuer of the Securities and the second Trading Day after the disclosure of such financial results;
- c) Entail Trading for a period of not less than twelve months;
- d) Not entail overlap of any period for which another Trading plan is already in existence;
- e) Set out either the value of trades to be effected or the number of Securities to be traded along with the nature of the trade and the intervals at, or dates on which such trades shall be effected; and
- f) Not entail Trading in Securities for market abuse.

- ii. The Compliance Officer shall review the Trading plan to assess whether the plan would have any potential for violation of the Regulations. The Compliance Officer shall be entitled to seek such express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan.
- iii. Pre-clearance of trades shall not be required for a trade executed as per an approved Trading plan. Provided further that Trading Window norms and restrictions on contra trade shall not be applicable for trades carried out in accordance with an approved Trading plan.
- iv. The Trading plan once approved shall be irrevocable and the Insider shall mandatorily have to implement the plan, without being entitled to either deviate from it or to execute any trade in the Securities outside the scope of the Trading plan.
- v. The implementation of the Trading plan shall not be commenced, if at the time of formulation of the plan, the Insider is in possession of any Unpublished Price Sensitive Information and the said information has not become generally available at the time of the commencement of implementation. The commencement of the plan shall be deferred until such Unpublished Price Sensitive Information becomes Generally available information.
- vi. Upon approval of the Trading plan, the Compliance Officer shall notify the plan to the Stock Exchanges on which the Securities are listed.

5. STRUCTURED DIGITAL DATABASE

The Board shall ensure that a structured digital database is maintained containing the names of such persons or entities as the case may be with whom information is shared under this Regulation along with Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available. Such database shall be maintained with adequate internal controls.

6. LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION

The Company is having in place a Whistle Blower Policy to enable employees to report instances of leak of Unpublished Price Sensitive Information, if any.

7. TRADING WINDOW AND CLOSURE

- i. The Trading Window shall be, *inter alia*, closed:-
 - a) From the end of every quarter for which financial results (quarterly, half yearly and annually) are to be considered.
 - b) From the date of circulation of notice for the meeting of the Board of Directors in which any material price sensitive and unpublished event including the following are proposed:
 - Issue of Securities by way of public / rights / bonus;
 - Significant expansion plans or execution of new large projects;
 - Disposal of whole or substantially the whole of the undertaking;
 - Amalgamation, Mergers or takeovers;
 - Declaration of Dividend (interim and final); and

- Any other matter which is likely to be price sensitive as may be Compliance Officer considered in consultation with the Managing Director.
- ii. The Trading Window shall be opened 48 hours after the Unpublished Price Sensitive Information is made public.

All Designated Persons shall conduct, their dealings in the Securities only when the Trading Window is open and no Designated Persons shall deal in any transaction involving the purchase or sale of the Securities of the Company during the periods when the Trading Window is closed, as referred above, or during any other similar period as may be specified by the Compliance Officer from time-to-time pursuant to events as specified above. It is the duty of the Designated Persons to inform their Immediate Relatives of the closure of the Trading Window and ensure that they do not trade in the Securities of the Company.

- iii. Despite the Trading Window being open, Designated Persons would only be allowed to trade subject to the conditions as specified under this Code provided that they are not in possession of any Unpublished Price Sensitive Information at the time they carry out the transaction.
- iv. The Trading Window shall also be applicable to any person having contractual or fiduciary relationship with the Company such as auditors, accountancy firms, law firms, analysts, and consultants etc., assisting or advising the Company.

8. PRE-CLEARANCE OF TRADES FOR DEALING IN SECURITIES

- i. Every Designated Person who intends to trade in the Securities of the Company in a Calendar Quarter (either in one transaction or in a series of transactions) of a consideration price exceeding Rs. 5 Lakh for the Securities of the Company should obtain a pre-clearance for the transactions as per the procedure described hereunder.
- ii. Obtaining pre-clearance is a mandatory requirement even when the Trading Window is open. A Designated Person shall apply for pre-clearance if he / she intend to trade beyond the threshold limits mentioned in Clause 8(i) above.
- iii. For the purpose of obtaining pre-clearance, the concerned Designated Person shall submit an application duly filled and signed to the Compliance Officer in the form specified in Annexure-1.
- iv. The application for pre-clearance shall be accompanied by an undertaking in the form specified in Annexure-2 to the effect that the applicant for pre-clearance is not in possession of any Unpublished Price Sensitive Information.
- v. The application for pre-clearance with enclosures, if any, shall be sent by the Designated Person through electronic mail to the address of the Compliance Officer i.e. compliance@ppapco.com followed by hard copies of the same.

9. APPROVAL

- i. The Compliance Officer shall consider the application made as per Clause 8 above and shall convey the approval / rejection to the Designated Person within 2 (two) Trading Days of receipt of the application.
- ii. The Compliance Officer shall convey his / her approval in the form specified in Annexure-3 or rejection in the form specified in Annexure-4 to the Designated Person. If the Compliance Officer does not respond within 2 (two) Trading Days, it shall be deemed to be a rejection of the application.
- iii. The Compliance Officer shall be entitled to seek declarations to the effect that the Designated Person applying for pre-clearance is not in possession of any Unpublished Price Sensitive Information. The Compliance Officer shall also have the discretion to assess and decide as to whether such declarations are factually accurate.
- iv. Every approval shall be dated and shall be valid for a period of 7 Trading Days from the date of approval.

10. COMPLETION OF PRE-CLEARED DEALING

- i. All Designated Persons shall execute the pre-cleared trade in respect of the Securities of the Company within 7 Trading Days from the date of approval and send within 2 Trading Days of execution of the transaction, the details of such transaction to the Compliance Officer in the specified format in Annexure-5 as enclosed.
- ii. If the pre-cleared deal is not executed by the concerned Designated Persons pursuant to the pre-clearance approval granted by the Compliance Officer within 7 Trading Days from the date of such approval, the Designated Persons shall inform in the specified format in Annexure-5 as enclosed and shall not deal in such Securities without applying fresh application to the Compliance Officer for pre-clearance of the transaction covered under the said approval.
- iii. Designated Persons who buy or sell any number of Securities of the Company will not enter into an opposite transaction (contra trade) i.e. sell or buy any number of Securities during the next six months following the prior transaction.
- iv. If contra trade is executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to the SEBI for credit to the Investor Protection and Education Fund.

11. REPORTING REQUIREMENTS FOR TRADING IN SECURITIES

Event	Time Frame	Format of Disclosure
Application for pre- clearance of Trades and undertaking	Prior approval	Annexure-1 & Annexure-2
Letter of Approval: Approval letter from the Compliance Officer for the pre-clearance of Trades	Within 2 Working Days of receipt of application for pre-clearance	Annexure-3

Letter of Rejection: Rejection letter from the Compliance Officer for the pre-clearance of Trades	Within 2 Working Days of receipt of application for preclearance	Annexure-4
Completion of transaction: (i) On completion of the Trading of the Securities of the Company after having pre-cleared the transaction by the Compliance Officer; (ii) Reporting of decision to not Trade after securing pre clearance with reasons.	Within 2 Working Days of completion of the pre-cleared Trade, in case of (i); and within 2 Working Days on completion of 7 th Trading Day from granting of preclearance, in the case of (ii)	Annexure-5
Initial Disclosure: (i) by Designated Persons in Form A (ii) upon appointment as Designated Person or becoming a Designated Person in Form B (including the statement of holdings of Immediate Relatives of Designated Persons and any other person with whom such Designated Persons shares a Material Financial Relationship)	Within 30 days from 15th May, 2015 (date on which the Regulations come into force). Within 7 days of: <ul style="list-style-type: none"> • appointment as Director/ Key Managerial Personnel/ Designated Person • the date of becoming a Promoter or member of the Promoter Group 	Annexure - 6 Annexure - 7
Continual Disclosure to the Company / Stock Exchange Director, Promoter, member of the Promoter Group, Designated Person will disclose to the Company in Form C (format attached), the total number of Securities acquired or disposed of, if the value of the Securities Traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a Traded value in excess of Rs. 10,00,000 (Rupees ten lakh) (including the statement of holdings of Immediate Relatives of Designated Persons and any other person with whom such Designated Persons shares a Material Financial Relationship)	Within 2 Trading Days	Annexure-8
Statement of Annual Disclosure: At the end of the financial year by Directors, Promoters and Designated Persons	Within 30 days of the end of the financial year.	Annexure-9

The Compliance Officer may at his discretion require any other Connected Person or class of Connected Persons to make disclosures of holdings and Trading in Securities of the Company in the format prescribed in Annexure-10 (Form D), and at such frequency as he / she may deem fit in order to monitor compliance with this Code and the Regulations.

12. PENALTY FOR CONTRAVENTION OF CODE OF CONDUCT

- i. Any Designated Persons or its Immediate Relative who contravenes the Code of Conduct shall be penalized and shall also be subject to disciplinary action by the Company, which may include wage freeze, suspension etc.
- ii. The Company shall promptly inform SEBI regarding any violation of the Code of Conduct.
- iii. The action by the Company shall not preclude SEBI from taking any action in case of violation of SEBI (Prohibition of Insider Trading) Regulations, 2015.

13. DISCLAIMER

The Code is the internal policy of the Company to prevent Designated Persons and Insiders who are considered by the Company for the purposes of this Code and the Regulations, for prevention of Insider Trading. It is however the responsibility of each Designated Person and Insider to ensure compliance with the provisions of this Code or the Regulations and other related laws. The Company shall not be responsible or liable for any violation or contravention by any Designated Person or Insider, of this Code and the Regulations or other related laws.

Annexure -1

Draft application form for Pre-clearance of Trade

The Compliance Officer,
PPAP Automotive Limited
Noida

Sub: Application for Pre-Clearance in the Securities of the Company

Dear Sir,

I intend to trade in the Securities of the Company as per the particulars furnished below:

Name(s) of the persons for whom the transactions to be executed	
PAN	
Relationship with the applicant	
No. of Securities for which approval is sought	Purchase / Sale / Demat / Pledge / Other
DP ID No.	
Client ID	
Particulars of the broker through whom the transaction is to be executed	Name: Address: Phone No.

strike out whichever is not applicable

I enclose duly executed undertaking in favour of the Company, containing the prescribed particulars. I request you to pre-clear the above transaction at the earliest.

Thanking you,

Yours faithfully,

Signature:
Name:
Designation:
Date:
Place:

Draft undertaking to be accompanied with every Pre-Clearance application

The Compliance Officer,
PPAP Automotive Limited
Noida

I.....being Director / Designated Person of the Company, am desirous of trading in..... Securities of the Company held in my name / in the name of my Immediate Relative / or companies controlled by me as mentioned in my application datedfor pre-clearance of the transaction. I hereby confirm / undertake that:

Or

I hereby confirm / undertake (in case of an application on behalf of Immediate Relatives/ Relatives/ Companies controlled by me or relatives on behalf of them) that:

1. I do not have any access or have not received any price sensitive information at the time of signing this undertaking.
2. I will inform the Compliance Officer in case I receive any price sensitive information after the signing of this undertaking and before I execute the transaction. I will also refrain from dealing in the Company Securities till such information is made public.
3. not to pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of Securities of the Company based on the same;
4. I confirm that I am not entering into an opposite transaction in the Securities of the Company (contra trade) of my earlier transactions in the preceding six months period;
5. I will not enter into an opposite transaction during the next six months following this transaction; and
6. I declare that I have not contravened the provisions of the Code of Conduct for regulating, monitoring and reporting of trading by Designated Persons as notified by the Company from time to time.

If approval is granted, I shall execute the deal within 7 Trading Days of the receipt of approval failing which I shall seek fresh pre-clearance approval.

I undertake to submit the necessary report within two Trading Days of execution of the transaction / a "Nil" report if the transaction is not undertaken.

I declare that I have made full and true disclosure in the matter.

.....
Signature:
Name:
Designation:
Date:
Place:

**Approval of Pre- Clearance
(On letter head of the Company)**

Date:

Name:

Subject: Pre-clearance of transaction in Company's Securities

Ref : Your application dated..... for pre-clearance of transaction for Securities of the Company in your name / in the name of

Dear Sir / Madam,

With reference to your application for Pre-clearance dated_____, we would like to inform you that your application to purchase / sale _____ Securities of the Company is hereby approved.

You may kindly note that the aforesaid transaction shall be executed within 7 Trading days i.e._____. Further, you are required to submit the details of trade within two Trading days from the execution of the trade. In case, no trade was executed, you are required to submit a 'Nil' report.

In case, you do not execute a trade before _____, you shall submit a fresh pre-clearance application before executing any transaction in the Securities of the Company.

You may kindly note that after the aforesaid transaction, you will not enter into an opposite transaction during the next six months from the date of the aforesaid transaction.

It is presumed that the proposed transaction is in compliance with the provisions of SEBI (Substantial Acquisition of Shares and Takeovers) Regulation, 2011; this Code of Conduct and SEBI (Prohibition of Insider Trading) Regulations, 2015.

Thanking you,

Yours faithfully,

For **PPAP Automotive Limited**

Compliance Officer

**Rejection of Pre- Clearance
(On letter head of the Company)**

Date:

Name:

Subject: Pre-clearance of transaction in Company's Securities

Ref : Your application dated..... for pre-clearance of transaction for Securities of the Company in your name / in the name of

Dear Sir / Madam,

With reference to your application for Pre-clearance dated_____, we would like to inform you that your application to purchase / sale _____ Securities of the Company is hereby rejected due to _____.

Thanking you,

Yours faithfully,

For **PPAP Automotive Limited**

Compliance Officer

CONFIRMATION OF DEAL
(DISCLOSURE OF TRANSACTIONS)

(To be submitted within 2 days of transaction / trading in securities of the Company)

The Compliance Officer,
PPAP Automotive Limited
B-206A, Sector-81, Phase-II,
Noida-201305

I hereby inform that in furtherance of the pre-clearance order dated _____ for purchase / sale of _____ Securities, I

- have not bought / not sold / not subscribed any Securities of the Company
- have bought / sold / subscribed to _____ Securities as mentioned below on _____(date)

(strike out whichever is not applicable)

Name of holder	No. of securities traded	Bought / sold / subscribed	DP ID & Client ID/Folio No	Price (Rs.)

I declare that the above information is correct and that no provisions of the Company's Rules and / or applicable laws / Regulations have been contravened for effecting the above said transactions(s).

Signature:
Name:
Designation:
Date:
Place:

FORM A
Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7(1)(a) read with Regulation 6(2)-Initial disclosure to the company]

Name of the Company:

ISIN of the Company:

Details of Securities held by Promoters, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6(2)

Name , PAN, CIN/DIN & address with contact nos.	Category of person (Promoters, KMP, Directors/ immediate relatives/ other etc.)	Securities held as on the date of regulation coming into force		% of Shareholding
		Type of Security (For Eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5

Note: "Securities shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Details of Open Interest (OI) in derivatives of the company held by Promoters, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6(2)

Open Interest of the Future contracts held as on date of regulation coming into force			Open Interest of the Option contracts held as on date of regulation coming into force		
Contract Specifications	Number of units (Contacts* lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (Contacts* lot size)	Notional value in Rupee terms
6	7	8	9	10	11

Note: *In case of Options, notional value shall be calculated based on premium plus strike price of options.*

Name & Signature:

Designation:

Date:

Place:

FORM B

Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7(1)(b) read with Regulation 6(2)-Disclosure on becoming a director / KMP / Promoter]

Name of the Company:

ISIN of the Company:

Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter and other such persons as mentioned in Regulation 6(2).

Name , PAN, CIN/DIN & address with contact nos.	Category of person (Promoters, KMP, Directors/ immediate relatives/ other etc.)	Date of appointment of Director / KMP / date of becoming Promoter	Securities held at the time of becoming Promoter / appointment of Director / KMP		% of Shareholding
			Type of Security (For Eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5	6

Note: "Securities shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Details of Open Interest (OI) in derivatives of the company held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter and other such persons as mentioned in Regulation 6(2)

Open Interest of the Future contracts held at the time of becoming Promoter / appointment of Director / KMP			Open Interest of the Option contracts held at the time of becoming Promoter / appointment of Director / KMP		
Contract Specifications	Number of units (Contacts* lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (Contacts* lot size)	Notional value in Rupee terms
6	7	8	9	10	11

Note: *In case of Options, notional value shall be calculated based on premium plus strike price of options.*

Name & Signature:

Designation:

Date:

Place:

Form C
Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7(2) read with Regulation 6(2) - Continual Disclosure]

Name of the Company:

ISIN of the Company:

Details of Securities held by Promoters, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6(2).

Name , PAN, CIN/DIN & address with contact nos.	Category of person (Promoters, KMP, Directors / immediate relatives/ other etc.)	Securities held prior to acquisition/ disposal		Securities acquired/ Dispose				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition (market purchase /public rights/ preferential offer / off market/ Inter-se transfer etc.
		Type of Security (For Eg. – Shares, Warrants, Convertible Debenture etc.)	No. and % of shareholding	Type of Security (For Eg. – Shares, Warrants, Convertible Debenture etc.)	No. and % of shareholding	Value	Transaction Type (Buy/ Sale/ Pledge / Revoke / Invoke)	Type of security (For eg. – Shares, Warrants , Convertible Debentures etc.)	No. and % of shareholding	From	To		
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Note: "Securities shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Details of trading in derivatives of the company by Promoters, Employee or Director and other such persons as mentioned in Regulation 6(2)

Trading in derivatives (Specify type of contract, Futures or Options etc.)						Exchange on which the trade was executed
Type of Contract	Contract specifications	Buy		Sell		
15	16	17	18	19	20	21

Note: In case of Options, notional value shall be calculated based on premium plus strike price of options.

Name & Signature:

Designation:

Date:

Place:

ANNUAL DISCLOSURE OF SHARES HELD IN THE COMPANY BY DESIGNATED PERSONS

Details of shares or voting rights held by Designated Persons and their respective Relatives/ Immediate Relatives, as the case may be, including positions taken in derivatives

Name of Designated Person:

Particulars of Designated Person		No. of shares held at the beginning of the year	No. of shares bought/ sold during the year			Phone /mobile/cell no.	No. of shares held at the end of the year Mode of acquisition	Date of Intimation to the Company
	PAN, DP Id/ Client Id		Date	Nos.	Value			
Self								
Spouse								
Immediate Relatives & Material Financial Relationship								

Note: The above table will be applicable with suitable modifications to disclosures for position taken in derivatives also. Trading in derivatives shall be permissible (for Designated Persons other than Directors, their relatives and Promoters) if permitted by any law for the time being in force.

* I/We declare that I/we have complied with the requirement of not entering into an opposite transaction within six months of the prior transaction (applicable in case of Designated Persons).

* I further declare that the above disclosure is true and correct and is in accordance with the previous disclosures given to the Company.

Name & Signature:

Designation:

Department:

Employee Code:

Contact No:

Date:

Place:

Details of trading in derivatives by other connected persons as identified by the Company

Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed
Type of Contract	Contract specifications	Buy		Sell		
15	16	17	18	19	20	21

Note: "Securities shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Name:
Signature:
Date:
Place: