

SAI CAPITAL LIMITED

Registered Office: G-25, Ground Floor, Rasvilas Salcon, D-1, Saket District Centre
Saket New Delhi South Delhi – 110017

CIN: L74110DL1995PLC069787

E-Mail: cs@saicapital.co.in Website: www.saicapital.co.in

CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY DESIGNATED PERSON(S) AND THEIR IMMEDIATE RELATIVE(S)

[Pursuant to Regulation 9(1) of SEBI (Prohibition of Insider Trading) Regulations, 2015]

1. Preamble

- 1.1** The Company endeavours to preserve the confidentiality of Unpublished Price Sensitive Information (*“UPSI”*) and to prevent any misuse of such information. The Company is committed to dealing with all Stakeholders with full transparency and fairness, ensuring adherence of all laws and regulations and achieving highest standards of corporate governance.
- 1.2** To achieve these objectives, M/s. Sai Capital Limited (*“the Company”*) hereby notifies its Code of Conduct to regulate, monitor and report trading by Designated Person(s) and their Immediate Relative(s) (*“the Code”*) under the SEBI (Prohibition of Insider Trading) Regulations, 2015 (*“SEBI (PIT) Regulations/Regulations”*) *as amended from time to time*.

The Code, initially implemented by the Board of Directors w.e.f. May 29, 2025.

- 1.3** The Code shall continue to be in force until the Regulations under which the said Code has been framed, be repealed by the SEBI or is subject to change pursuant to any amendments, thereof in the said Regulations.
- 1.4** The Board of Directors may from time to time review and amend the provisions of the Code in terms of the prevailing practices being followed and amendments, if any, under SEBI (PIT) Regulations.
- 1.6** In case there are any modification(s) / amendment(s) / notification(s) / circulars(s) / guidance note(s) / informal guidance(s) issued by SEBI / MCA under SEBI (PIT) Regulations, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 or the Companies Act, 2013 or any Judgments made by the Tribunal or any Court which has the effect of amendment in the Regulation(s) / Section(s) / Rule(s) made thereunder, the Chief Financial Officer and/or Company Secretary and/or Managing Director is/are authorized to make amendments in the Policy / Code as to the extent applicable. The amended Policy / Code shall be taken note by the Board of Directors / Audit Committee at their ensuing Meeting(s).

2. Objective

The objective of this Code is to regulate, monitor and report trading by Designated Person(s) and their Immediate Relative(s) towards achieving compliance with SEBI (PIT) Regulations, and cast a duty upon every Designated Person to safeguard the confidentiality of all the information obtained in the course of his/ her work at the Company. No Designated Person or their immediate relative(s) shall use his/ her / their position or knowledge about the Company to gain personal benefit, or to provide benefit to any third party.

3. Applicability

- 3.1** The Code shall be applicable to Designated Person(s) and Immediate Relatives of Designated Person(s).

3.2 The expression “Designated Person(s)”, unless specifically excluded, in any portion of the Code shall be construed as if it included his/her Immediate Relatives.

4. Definitions

In the Code, the following expressions including their grammatical variations and cognate expressions shall unless repugnant to the context or meaning thereof, have the meaning assigned to them respectively hereunder:

4.1 “**Act**” means the Securities and Exchange Board of India Act, 1992.

4.2 “**Board of Directors**” means the Board of Directors of the Company.

4.3 “**Code**” shall mean the Company’s Code of Conduct to regulate, monitor and report trading by Designated Person(s) of the Company and their Immediate Relative(s).

4.4 “**Company**” means M/s. Sai Capital Limited.

4.5 “**Compliance Officer**” means any senior officer, designated so and reporting to the Board of Directors, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under SEBI (PIT) Regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of UPSI, monitoring of trades and the implementation of the Codes specified in SEBI (PIT) Regulations under the overall supervision of the Board of Directors of the Company.

“Explanation – For the purpose of this regulation, “financially literate” shall mean a Person who has the ability to read and understand basic financial statements i.e. balance sheet, profit and loss account, and statement of cash flows etc.”

4.6 “**Connected Person**” means:

4.6.1 any Person who is or has during the six months prior to the concerned act, been associated with the Company, in any capacity, directly or indirectly, 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 UPSI or is reasonably expected to allow such access.

4.6.2 Without prejudice to the generality of the foregoing, Persons falling within the following categories shall be deemed to be connected Persons unless the contrary is established -

- a) A Relative of Connected Persons specified in clause 4.6.1 above; 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 SEBI; or
- i) a Banker to the Company; or
- j) a Concern, Firm, Trust, Hindu Undivided Family, Company or Association of Persons wherein a Director of a Company or his Relative or Banker to the Company, has more than ten per cent of the holding or interest;
- k) a Firm or its Partner or its Employee in which a Connected Person specified in clause 4.6.1 above is also a Partner; or
- l) a person sharing household or residence with a connected person specified in clause 4.6.1 above.

***Note:** It is intended that a connected person is one who has a connection with the Company that is expected to put him/her in possession of unpublished price sensitive information. Relatives and other categories of persons specified above are also presumed to be connected persons but such a presumption is a deeming legal fiction and is rebuttable. This definition is also intended to bring into its ambit persons who may seemingly not occupy any position in a company but are in regular touch with the company and its officers, and are involved in the know of the company's operations. It is intended to bring within its ambit those who would have access to, or could access unpublished price sensitive information about any company or class of companies by virtue of any connection that would put them in possession of unpublished price sensitive information.*

4.7 “Designated Person(s)” shall mean and include:

- a) Promoters and Promoter Group of the Company;
- b) Directors of the Company;
- c) Key Managerial Personnel (KMPs) of the Company;
- d) Employees in the cadre of Vice President and above of the Company's Management;
- e) Personal Assistant to Persons mentioned in clause (a) to (d)
- f) Head of Finance of the Company/ Units/ Division;
- g) Employees working in Accounts & Finance department and involved in finalization of financial statements of the Company;
- h) Employees working in Legal & Secretarial department and involved in any support service relating to any price sensitive information of the Company such as corporate announcement, filing, uploading etc.;
- i) Employees working in IT department and having access to server;
- j) Employees working in Corporate Communication department and involve in activities relating to presentation, communication, uploading on the website of the Company, etc;
- k) Persons (as stated under point (a) to point (h) above of Holding Company (if any), Material Subsidiary Company (ies) (if any).
- l) Such other Persons as may be designated by the Compliance Officer in consultation with the Chairman–cum–Managing Director of the Company from time to time.

4.8 “Director” means a member of the Board of Directors.

- 4.9 “Employee”** means every Employee of the Company including Permanent Employees, Contractual Employees, Retainers, Apprentices, Trainees, etc. and the Directors in the employment of the Company.
- 4.10 “Generally available Information”** means information as defined in Regulation 2(1)(e) of SEBI (Prohibition of Insider Trading) Regulation, 2015.
- 4.11 “Holding Company”** means a Company as defined in Section 2(46) of the Companies Act, 2013 or under Regulation 2(1)(m) of SEBI (LODR) Regulations, as amended from time to time.
- 4.12 “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.
- 4.13 “Insider” means:**
- a. A Connected Person;
 - b. Any Person who is in possession of or is having access to UPSI.
- 4.14 “Key Managerial Person”** means Person as defined in Section 2(51) of the Companies Act, 2013 or under Regulation 2(1)(o) of SEBI (LODR) Regulations, as amended from time to time.
- 4.15 “Need to know basis”** means sharing of UPSI shall be strictly as per the “Policy for Determination of Legitimate Purposes” as provided under the Company’s *“Code of Practices and Procedures for fair disclosure of unpublished price sensitive information”*.
- 4.16 “Ordinary course of business”** includes regular, routine, and customary activities and transactions that a company undertakes as part of its standard operations and normal business procedures and practices.
- 4.17 “Promoter”** shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
- 4.18 “Promoter Group”** shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
- 4.19 “Relative”** shall mean the following:
- a. spouse of the person;
 - b. parent of the person and parent of his/her spouse;
 - c. sibling of the person and sibling of his/her spouse;
 - d. child of the person including step child;
 - e. spouse of the person listed at sub-clause (c); and
 - f. spouse of the person listed at sub-clause (d)
- 4.20 “SEBI”** means the Securities and Exchange Board of India.
- 4.21 “SEBI (LODR) Regulations”** mean the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

- 4.22 “SEBI (PIT) Regulations”** means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.
- 4.23 “SEBI (SAST) Regulations”** means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.
- 4.24 “Securities”** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof.
- 4.25 “Subsidiary Company” or “Subsidiary”**, means a Company as defined in Section 2(87) of the Companies Act, 2013 or under Regulation 2(1)(zm) of SEBI (LODR) Regulations, as amended from time to time.
- 4.26 “Trading”** means and includes subscribing, redeeming, switching, buying, selling, dealing, pledging or agreeing to subscribe, redeem, switch, buy, sell, deal, pledge in any Securities, and “trade” shall be construed accordingly.
- 4.27 “Trading day”** means a day on which the recognized stock exchanges are open for trading.
- 4.28 “Trading Plan”** means a plan, in accordance with Regulation 5 of SEBI (PIT) Regulations, for dealing in Securities of the Company, as amended from time to time.
- 4.29 “Trading Window”** means a period during which trading may be carried out in the Company’s Securities.
- 4.30 “Unpublished Price Sensitive Information” or “UPSI”** 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:
- a. financial results;
 - b. dividends;
 - c. change in capital structure;
 - d. mergers, de-mergers, acquisitions, de-listings, disposals and expansion of business, award or termination of order/contracts not in the normal course of business and such other transactions;
 - e. changes in key managerial personnel other than due to superannuation or end of term, and resignations of a Statutory Auditor or Secretarial Auditor.
 - f. change in rating(s), other than ESG rating(s);
 - g. fund raising proposed to be undertaken;
 - h. agreements, by whatever name called, which may impact the management or control of the company;
 - i. fraud or defaults by the Company, its Promoter, Director, Key Managerial Personnel, or Subsidiary or arrest of Key Managerial Personnel, Promoter or Director of the company, whether occurred within India or abroad;
 - j. resolution plan/ restructuring or one time settlement in relation to loans/borrowings from banks/financial institutions;
 - k. admission of winding-up petition filed by any party /creditors and admission of application by the Tribunal filed by the corporate applicant or financial creditors

for initiation of corporate insolvency resolution process against the company as a corporate debtor, approval of resolution plan or rejection thereof, under the Insolvency and Bankruptcy Code, 2016;

- l. initiation of forensic audit, by whatever name called, by the company or any other entity for detecting mis-statement in financials, misappropriation/ siphoning or diversion of funds and receipt of final forensic audit report;
- m. action(s) initiated or orders passed within India or abroad, by any regulatory, statutory, enforcement authority or judicial body against the company or its directors, key managerial personnel, promoter or subsidiary, in relation to the company;
- n. outcome of any litigation(s) or dispute(s) which may have an impact on the company;
- o. giving of guarantees or indemnity or becoming a surety, by whatever named called, for any third party, by the company not in the normal course of business;
- p. granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.

All other words and phrases will have the same meaning as defined under the SEBI (PIT) Regulations as amended from time to time. Words and expressions used and not defined in these regulations but defined in the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 or the Companies Act, 2013 and rules & regulations made there under, shall have the meanings respectively assigned to them in those legislations.

5. Administration of the Code by Compliance Officer

- 5.1** The Board of Directors has appointed the Company Secretary of the Company, as the Compliance Officer under the Code, who shall report to the Chairman of the Audit Committee, Managing Director and to the Board of Directors.
- 5.2** The Compliance Officer shall be *inter-alia* responsible for compliance with policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of UPSI, pre-clearing of trades of Designated Person(s), monitoring of trades and implementation of the Code under the overall supervision of the Board of Directors of the Company.
- 5.3** The Compliance Officer shall maintain a record of the Designated Person(s).
- 5.4** The Compliance Officer shall assist all the Designated Person(s) in addressing any clarifications regarding SEBI (PIT) Regulations and the Code.
- 5.5** The Compliance Officer may, in consultation with the Managing Director, and shall as directed by the Board of Directors, specify periods for closure of Trading Window from time to time and immediately make an announcement, thereof. In this regard, the Compliance Officer is required to ensure that the Trading Window shall not be re-opened earlier than forty-eight hours after the UPSI becomes generally available to the public.
- 5.6** The Compliance Officer shall place a report in respect of trading in the Securities of the Company by Designated Person(s) and such other Employees as the Board of Directors deems fit before the Chairman of the Audit Committee and Board of Directors not less than once in a year.

5.7 The Compliance Officer shall obtain requisite declarations from the Designated Person(s) to prevent the acts of Insider trading.

6. Restriction on sharing or communication of UPSI and formulation of Chinese walls

6.1 Restriction on sharing or communication of UPSI

a) Designated Person(s), in possession of UPSI shall maintain the confidentiality of all UPSI and shall not disclose or communicate or counsel or procure directly or indirectly the UPSI to or from any Person (except in furtherance of legitimate purposes, performance of his/her duties or discharge of his/her legal obligations) until the same is made available to the general public.

b) For the purpose of this section, the term legitimate purpose shall include sharing of UPSI in the ordinary course of business by a Designated Person(s) with:

- Partners,
- Collaborators,
- Lenders,
- Customers,
- Suppliers,
- Merchant Bankers,
- Legal Advisors,
- Auditors including Internal Auditors and Secretarial Auditors,
- Insolvency Professionals,
- Other Advisors or Consultants,

Provided that such sharing has not been carried out to evade or circumvent the prohibitions of the Code and SEBI (PIT) Regulations.

c) Further, any Person in receipt of UPSI pursuant to a “legitimate purpose” shall be considered an “Insider” and due notice shall be given to such Persons to maintain confidentiality of such UPSI in compliance with the Code and SEBI (PIT) Regulations.

d) UPSI shall not be disclosed / communicated to any Person within the Company or outside except when the concerned Person reasonably believes that such disclosure is required to enable proper and effective conduct of business and that they have no cause to believe that the information will be misused or improperly disclosed by the recipient. The UPSI shall only be shared as per the process of sharing of information defined by the Company from time to time in its Internal Control Policy.

6.2 Limited access to UPSI and Chinese wall:

a) To prevent the misuse of UPSI, the Company has adopted following norms for Chinese Wall procedures, which separates those departments which routinely have access to UPSI, considered as ‘Inside Areas’ e.g. IT, Accounts & Finance, Legal & Secretarial, MIS, etc. from other departments providing support services, considered as ‘Public Areas’:

- i. The Designated Person(s) in the Inside Areas are not allowed to communicate any UPSI to anyone in the Public Areas, except in furtherance of legitimate purposes, performance of his/her duties or discharge of his/her legal obligations.
- ii. The determination of various departments as Inside Areas will be determined by the Compliance Officer in consultation with the Managing Director.
- iii. All persons who have crossed Chinese Wall should be notified that he/she would be considered to be a Designated Person under this Code and consequently, required to comply with all applicable provisions of the Code and its Regulations, till such information remains UPSI.
- iv. In exceptional circumstances i.e. in furtherance of legitimate purposes, performance of duties or discharge of legal obligations, any Designated Person may be permitted to 'cross the wall' and give UPSI to any person on a 'need to know' basis, under intimation to the Compliance Officer.
- v. Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password, etc..
- vi. In case of any transaction(s) involving UPSI, the Managing Director shall identify the Designated Person(s) who shall have access to any inside information relating to such sensitive transaction(s). Such designated person(s) shall be subject to this Code and comply with its Regulations.

6.3 Structured Digital Database

The Board of Directors shall maintain a Structured Digital Database (SDD) internally with adequate internal controls and checks such as stamping and audit trails to ensure non-tampering of the data-base containing following information:

- a) the nature of Unpublished Price Sensitive Information; and
- b) the names of such persons who have shared the information and also the name of such persons with whom the information is shared as above along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available.

7. Trading by Designated Person(s) and their immediate relatives

7.1 Trading restrictions, Trading Window and Window Closure

- a) No Designated Person and their immediate relatives shall, either directly or indirectly, trade in Securities of the Company when in possession of UPSI.
- b) Trading in Securities of the Company shall only be carried out when the Trading Window is open and within the pre cleared limit as specified in clause 7.2 below and shall not trade in the Securities of the Company during the period when the Trading Window is closed.

- c) The Trading Window shall be closed by the Compliance Officer as may be decided by him/her prior to publication of UPSI. The Trading Window shall mandatorily be closed from the end of every Quarter till 48 hours after declaration of Financial Results or such other period as amended under SEBI (PIT) Regulations, from time to time. The gap between review of Accounts by Audit Committee and Board Meeting should be as narrow as possible and preferably on the same day to avoid leakage of material information.

However, if circumstances so warrant, the time for closing the Trading Window may be increased by the Compliance Officer with the approval of Chairman – cum – Managing Director of the Company.

- d) The Trading Window shall be re-opened not earlier than 48 (forty-eight) hours of UPSI becomes generally available.
- e) It shall be the responsibility of the Designated Persons to advise their Immediate Relatives of Trading Window period closures.
- f) All Designated Person(s) shall conduct all their trading in the Securities of the Company only during a valid Trading Window and shall not trade in the Company's Securities during the periods when the Trading Window is closed, as referred above or during any other period as may be specified by the Company from time to time.
- g) All communications regarding the closing and opening of the Trading Window will be sent by e-mail to the Designated Employees/Persons and will also be notified to the Stock Exchanges and uploaded on the Company's website. However, irrespective of whether such communication is received, or not, the Designated Persons governed by this Code should mandatorily verify whether the Trading Window is open before undertaking any transactions in respect of the Company's Securities. Non-receipt of communication regarding closure of Trading Window from the Compliance Officer for any reason, will not justify a transaction done during the period when the Trading Window was closed.
- h) The Trading Window restrictions mentioned above shall not apply in respect of:
- ✓ Exercise of Options under Employee Stock Option Scheme(s). *However, sale of Shares allotted on exercise of ESOPs, if any, shall not be allowed when trading is closed.*
 - ✓ Transactions specified in article 7.4(ii)(a) to 7.4(ii)(d) and 7.4(ii)(f) of the Code.
 - ✓ Transactions in respect of a pledge of Shares for a bona fide purpose such as raising of funds, subject to compliance with the respective regulations issued by SEBI;
 - ✓ Transactions which are undertaken and carried out in accordance with respective regulations issued by SEBI such as acquisition by conversion of warrants or debentures, subscription to the issue of non-convertible securities, subscribing to rights issue, rights entitlements transactions, further public issue, offer for sale, preferential allotment or tendering of shares in a buyback offer, open offer, delisting offer or transactions which are undertaken through such other mechanism as may be specified by the SEBI from time to time.
- i) There may be instances where a particular transaction is in preliminary stage and may not be disseminated to public at large before finalization of terms and conditions of the transaction. To ensure that no fraudulent dealing in Securities takes place even at this

stage, a notional Trading Window may be created from time to time by the Compliance Officer for Designated Person(s) or class of Designated Person(s) or any Insider(s) who are directly or indirectly involved in the transaction.

“Notional trading window” means a temporary restriction on the trading during the period when the discussions pertaining to certain transactions, which may have a material impact on the Company in future if taken finalized, are being held within the Company but formal decision for the same is yet to be taken.

- j) The Compliance Officer shall intimate the closure of Trading Window and Notional Trading Window to all the concerned Person(s) when he/she determines that a Designated Person(s) or class of Designated Person(s) or Insiders can reasonably be expected to have possession of UPSI.

7.2 Pre-clearance of Trades

- a) The Designated Person(s) who intends to trade in the Company’s Securities should obtain pre-clearance from the Compliance Officer or such other official(s) authorized by the Compliance Officer before executing any trade.

The restrictions contained in this clause shall also apply to Immediate Relatives in respect of which the concerned Designated Person(s) shall be responsible for the compliance under this Code.

- b) The pre – clearance procedure shall be as under:
 - i. An application shall be made to the Compliance Officer in the prescribed format (refer **Annexure A**).
 - ii. An undertaking (refer **Annexure B**) shall be executed by the Person stating that:
 - 1. *He/ she does not have access to, or has not received Unpublished Price Sensitive Information up to the time of signing the Undertaking.*
 - 2. *That in case he/ she gets access to any information that could be construed as “Unpublished Price Sensitive Information” after signing of this undertaking but before the execution of the transaction and in case of any change in his/ her position, he/ she shall inform the change in position and shall refrain from dealing in the Securities of the Company till the time such information becomes public.*
 - 3. *He / she has not contravened the Company’s code of conduct to regulate, monitor and report trading by Designated Person(s) and their Immediate Relative(s) as notified by the Company from time to time.*
 - 4. *In case the traded value, whether in one transaction or series of transaction over any calendar Quarter, exceeds Rs. 10 lakh or any such other value as may be specified, disclosures required under the SEBI (Prohibition of Insider Trading) Regulations, 2015 will be furnished by him/her, within two trading days of such transaction(s) or such other period as prescribed from time to time under SEBI (PIT) Regulation.*

5. *He/ she undertakes to submit the necessary report within two trading days of the execution of the transaction(s), or submit a 'Nil' report if no transaction is undertaken.*
6. *In case approval is granted, he/ she undertakes to execute the deal within seven trading days of receiving the approval or date by which trade is proposed to be executed, whichever is earlier, failing which he/ she shall seek pre-clearance again.*
7. *He/ she has made a full and true disclosure in the matter, to the best of his/ her knowledge and belief.*

- iii. The Compliance Officer will scrutinize the application within 2 working days of submission and communicate the approval/ refusal (along with reasons, thereof) to the applicant. The Compliance Officer shall also have regard to whether any such declaration is reasonably capable of being rendered inaccurate. The decision of the Compliance Officer in this regard will be final. In the absence of the Compliance Officer, the CFO or Managing Director will decide upon the pre-clearance application.
- iv. The pre-clearance approval shall be valid only for maximum 7 trading days from the date of communication and shall lapse thereafter. If the transaction is not consummated within 7 trading days from the approval date, the Designated Person (who obtained pre-clearance approval letter) will be required to follow the process of pre clearance again.
- v. The mode of applying for pre-clearance and its approval, thereof, shall be only through official email of the Company or through hard copy or any other electronic mode as approved by the Compliance officer.
- vi. The Designated Person after obtaining pre-clearance approval letter from Compliance Officer, shall file the details of transaction(s) in such format as prescribed under **Annexure – C(1)** with the Compliance Officer within 2 (two) trading days of the exercise of the trade. Even in cases where the transaction has not been undertaken, the same should be reported in the format prescribed under **Annexure – C(2)** with the Compliance Officer within 2 (two) trading days from the last date to which he is authorized to execute pre-cleared trade.
- c) In case, the Compliance Officer wants to trade in the Securities of the Company, he/she shall seek the pre clearance from the Managing Director. All the terms mentioned above will be applicable to such request mutatis mutandis.
- d) The pre-clearance approval as mentioned above shall not apply in respect of:
 - ✓ Exercise of Options under Employee Stock Option Scheme(s). *However, sale of shares allotted on exercise of ESOPs, if any, shall be subject to pre-clearance approval.*

7.3 Contra trading or minimum period of holding of Securities:

- a) The Designated Person(s) who buy or sell any number of Securities of the Company shall not execute an opposite transaction i.e. sell or buy any number of those securities during the next six months following the prior transaction. Hence shall not indulge in contra trading. The Compliance Officer may grant relaxation from strict application of such restriction for reasons to be recorded in writing, provided that such relaxation does not violate the SEBI (PIT) Regulations.

- b) Should a contra-trade be executed inadvertently or otherwise, in violation of the aforesaid restriction, the profits from such trade shall be liable to be disgorged for remittance to SEBI for credit to the IPEF administered by it.
- c) In case trading in Securities is necessitated by personal emergency, the holding period of six months as specified above may be waived by the Compliance Officer after recording in writing his/her reasons in this regard. An application for waiver of holding period shall be made to the Compliance Officer through concerned Departmental Head in the prescribed Form.
- d) The Contra trading restrictions as mentioned above shall not apply in respect of:
 - ✓ Transactions which are undertaken in accordance with respective regulations made by the Board such as:
 - Preferential Issue
 - Exercise of Options under an Employee Stock Option Scheme.
 - Sale of Shares acquired pursuant to exercise of options under an Employee Stock Option Scheme
 - Buy Back Offers.
 - Open Offers.
 - Rights Issue.
 - FPO's.
 - Bonus.
 - Exit offers.

7.4 Trading while in possession of UPSI:

- i. Trading in Securities shall not be done by Designated Person(s) when in possession of UPSI.
- ii. Provided that as recognized under the SEBI (PIT) Regulations, Designated Person(s) may prove his/her innocence by demonstrating the circumstances including the following:
 - a. The transaction is an off – market transfer between Designated Person(s) who were in possession of the same UPSI without being in breach of Regulation 3 of SEBI (PIT) Regulations and both the parties had made a conscious and informed trade decision.

Provided that such UPSI was not obtained under sub-regulation (3) of regulation 3 of SEBI (PIT) Regulations.

Provided further that such off-market trades shall be reported by the Person undertaking such transaction to the Company within two working days. The Company will further notify the particulars of such trade to the Stock Exchanges on which the Securities are listed within two trading days from the receipt of the disclosure or from becoming aware of such information.

- b. The transaction was carried out through the block deal window mechanism between Designated Person(s) who were in possession of the same UPSI without being in breach of Regulation 3 of SEBI (PIT) Regulations and both the parties had made a conscious and informed trade decision.

Provided that such UPSI was not obtained under sub-regulation (3) of regulation 3 of SEBI (PIT) Regulations.

- c. The transaction was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction.
- d. The transaction was undertaken pursuant to exercise of Stock Options in respect of which the exercise price was pre-determined in compliance with applicable regulations.
- e. In case of non-individual Designated Person(s):
 - ✓ The individuals who were in possession of such UPSI were different from the individuals taking trading decisions and such decision-making individuals were not in possession of such UPSI when they took the decision to trade; and
 - ✓ Appropriate and adequate arrangements were in place for such Person(s) to ensure that SEBI (PIT) Regulations are not violated and no UPSI was communicated by the individuals possessing the information to the individuals taking trading decisions and there is no evidence of such arrangements having been breached;
- f. The trades were pursuant to a Trading Plan as defined in article 8 of this Code.
- iii. The restrictions contained in this clause shall also apply to Immediate Relatives in respect of which the concerned Designated Person shall be responsible for the compliance under this policy.

8. Trading Plans:

8.1 Designated Person(s) shall 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 in accordance with such plan.

8.2 Terms of Trading Plan:

- a) **Commencement:** Any trading as per the Trading Plan shall only be executed on expiry of 120 (One hundred and twenty) calendar days from the date of public disclosure of the said plan.
- b) **No overlapping of Trading Plan:** Designated Person(s) can give one Trading Plan at a time, i.e. there cannot be any overlapping of Trading Plans.
- c) **Disclosures to be made under the Trading Plan:** Any Trading Plan set out the following parameters for each trade to be executed:
 - i. either the value of trade to be effected or the number of securities to be traded;
 - ii. nature of the trade;
 - iii. either specific date or time period not exceeding five consecutive trading days;

Further, while the parameters in sub-clauses (a), (b) and (c) shall be mandatorily mentioned for each Trade.

- iv. price limit, that is an upper price limit for a buy trade and a lower price limit for a sell trade, subject to the range as specified below:
 - a. for a buy trade: the upper price limit shall be between the closing price on the day before submission of the trading plan and up to twenty per cent higher than such closing price;
 - b. for a sell trade: the lower price limit shall be between the closing price on the day before submission of the trading plan and up to twenty per cent lower than such closing price.

The parameter in sub-clause (d) shall be optional.

The price limit in sub-clause (d) shall be rounded off to the nearest numeral.

The Designated Person(s) may make adjustments, with the approval of the Compliance Officer, in the number of securities and price limit in the event of Corporate Actions related to bonus issue and stock split occurring after the approval of trading plan and the same shall be notified on the stock exchanges on which securities are listed.

- d) **Liability on the Designated Person(s):** Trading on the basis of such a Trading Plan shall not lead to market abuse. If any manipulative activity is detected, it would be open to initiate proceedings for alleged breach of SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities market) Regulations, 2003.
- 8.3 The Compliance Officer shall review the Trading Plan to assess whether the plan would have any potential for violation of SEBI (PIT) Regulations and 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.
- 8.4 The Compliance Officer shall approve or reject the Trading Plan within two trading days of receipt of the Trading Plan and notify the approved plan to the stock exchanges on which the Securities are listed, on the day of approval.
- 8.5 The Trading Plan once approved shall be irrevocable and the Designated Person shall mandatorily have to implement the plan, without being entitled to either execute any Trade in the Securities of the Company outside the scope of the Trading Plan or to deviate from it except due to permanent incapacity or bankruptcy or operation of law.

Provided that the implementation of the Trading Plan shall not be commenced, if at the time of formulation of the plan, the Designated Person is in possession of any UPSI and the said information has not become generally available at the time of the commencement of implementation of the plan and shall be deferred until such Unpublished Price Sensitive Information becomes generally available information.

Provided further that if the Designated Person has set a price limit for a Trade under sub clause (iv) of clause (c) of article 8.2 above, the Designated Person shall execute the Trade only if the execution price of the Securities is within such limit. If price of the Securities is outside the price limit set by the Designated Person, the Trade shall not be executed.

In case of non-implementation (full/partial) of Trading Plan due to either reasons enumerated above, or failure of execution of Trade due to inadequate liquidity in the scrip, the following procedure shall be adopted:

- a) The Designated Persons or their Immediate Relatives shall intimate non-implementation (full/partial) of Trading Plan to the Compliance Officer within two trading days from the end of tenure of the Trading Plan with reasons thereof and supporting documents, if any.
 - b) Upon receipt of information from the Designated Person, the Compliance Officer, shall place such information along with his recommendation to accept or reject the submissions of the Designated Person, before the Audit Committee at the immediate next meeting. The Audit Committee shall decide whether such non-implementation (full/partial) was bona fide or not.
- 8.6** Designated person(s) who has obtained approval of the Trading Plan shall intimate details of the Trades executed in accordance with such Trading Plan, within two Trading Days to the Compliance Officer in format prescribed (**Annexure E**).
- 8.7** Contra Trade restrictions shall be applicable to the Trading Plan.
- 8.8** Pre – clearance of trades shall not be required for a trade executed as per an approved Trading Plan.
- 8.9** Trading Window norms shall not be applicable for trades carried out in accordance with an approved Trading Plan.
- 8.10** In case, the Compliance Officer wants to apply for a Trading Plan under this Code, he shall approach the Managing Director. All the terms mentioned above will be applicable to such request mutatis mutandis.

9. Disclosure by Designated Person(s)

9.1 Initial Disclosure

Notwithstanding anything contained elsewhere in any section of the Code, Designated Person shall file following initial disclosure:

- (a) For the purpose of this article, any Person on becoming Key Managerial Personnel/Director/Promoter/Member of the Promoter Group shall disclose his/her details in the format (**Annexure D1**) within a period of 7 days to the Compliance Officer.
- (b) For the purpose of this article any person on becoming a Designated Person, after the Code is effected, shall disclose his/her details in the format (**Annexure D2**) within a period of 7 days to the Compliance Officer.

Note: All information which is required to be collected as prescribed above should be collected till date of service of such Designated Person with the Company. Upon resignation, the Company should maintain the updated address and contact details of such Employees. The Company should make efforts to maintain updated address and contact details of such persons for one year after resignation from service. Such data should be preserved by the Company for a period of 5 years.

9.2 Continual Disclosures*

The disclosures to be made by any Designated Person under this point shall include those relating to trading by such Designated Person's immediate relatives, and by any other Person for whom such Designated Person takes trading decisions.

- (a) Every Designated Person(s) shall disclose to the Company the number of such Securities acquired or disposed of within two trading days of such transaction if the value of the Securities traded, whether in one transaction or a series of transaction over any calendar quarter, aggregates to a traded value in excess of Rs. 10,00,000/- (**Rupees Ten Lakhs Only**) in the format prescribed (**Annexure E**) or such other format as may be prescribed by SEBI, from time to time.

Note:

- The above disclosures to be made, shall include those relating to trading by such Person's Immediate Relatives, and by any other Person for whom such Person takes trading decisions.
- The disclosures of trading in Securities shall also include trading in Derivatives of Securities, if any, and the traded value of the Derivatives, shall be taken into account for purposes of this Code.
- The disclosures made under this Code shall be maintained for a period of five years, or such other period as may be specified by SEBI from time to time.

- (b) Disclosure by the Company to the Stock Exchange:

The Company shall notify the particulars of such trading to the Stock Exchanges within 2 trading days of receipt of disclosure, or from becoming aware of such information or such other time period as specified in SEBI (PIT) Regulations.

- (c) The Compliance Officer shall maintain records of all the Disclosures/ Declarations/ Undertakings/ Forms as mentioned in this Code, as received from time to time, for a period of five years.

** For Promoter, Promoter Group, Directors, Designated Person, it is clarified that for listed companies who have complied with requirements of the circular dated September 09, 2020, the manual filing of disclosures as required under Regulation 7(2) (a) & (b) of SEBI (PIT) Regulations is no longer mandatory as per SEBI circular no. SEBI/HO/ISD/ISD/CIR/P/2021/617 dated August 13, 2021.*

- 9.3 Designated Person(s) shall be required to disclose names and Permanent Account Number or any other identifier authorized by law of the following Persons on an annual basis to the Compliance Officer of the Company and as and when the information changes:

- a) Immediate relatives.
- b) Persons with whom such Designated Person(s) shares a material financial relationship.
- c) Phone, mobile and cell numbers which are used by them.

Explanation: The term “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 from a Designated Person during the immediately preceding twelve months, equivalent to at least 25% of the annual income of such Designated Person but shall exclude relationships in which the payment is based on arm’s length transactions.

- 9.4** Designated Person(s) shall be required to disclose names of educational institutions from which they have graduated and names of their past employers on a one time basis.

For the purpose of all the above prescribed disclosures, whether initial, continual, or other disclosures of trading in Securities shall also include trading in derivatives of Securities and the traded value of the derivatives shall be taken into account accordingly.

10. Introduction of Individuals on sensitive transactions that may involve or give rise to UPSI

- 10.1** In case of any transaction in the Company which is of sensitive nature i.e. it may involve UPSI or may give rise to UPSI, then the Designated Person shall first intimate to the Head of Department to which the transaction pertains and the respective head of the Department shall on receipt of intimation or on his/her own (if Head is himself involved in the transaction):

- Brief the individuals and make them aware about their duties and responsibilities after receiving such sensitive information.
- Brief about the penalties and liabilities that attach to misuse of such information as provided to such Persons.
- Get a signed Non – Disclosure agreement or such other agreements, from Persons other than Designated Persons, as deemed fit by the Head of the Department so as to ensure that no leak of UPSI takes place.
- Take Permanent Account Number or any other identifier authorized by law from such Persons to whom such information is being given.
- Intimate the same to the Compliance Officer with all such requisite details of sharing such information and include the same in digital data base.
- The Compliance Officer may ask for such additional information or do such additional acts as he/she may deem fit to ensure the Compliance of the Code and SEBI (PIT) Regulations.

11. Penalty for Contravention

- 11.1** Any Person who trades in Securities or communicates any information for trading in Securities in contravention of the Code may be penalized and appropriate action would be taken by the Company.

- 11.2** Every Person shall be individually responsible for complying with the provisions of the Code (including to the extent the provisions hereof are applicable to his/her Immediate Relatives).
- 11.3** In case the Compliance Officer observes that any Person has violated the Code or SEBI (PIT) Regulations, he/she shall promptly inform the Stock Exchange(s) where the concerned securities are traded in such form and such manner as may be specified by the Board from time to time (**Refer Annexure-F**) and such violation shall be placed before the Board / Audit Committee in the ensuing Meeting(s).
- 11.4** Any Person who violates the Code shall be subject to disciplinary action by the Company, which may include wage/salary freeze, suspension, recovery, claw back, ineligibility for future participation in employee stock option plans, etc.
- 11.5** 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.
- 11.6** Any profit made by any Person shall be liable to be disgorged for remittance to the Company / SEBI for credit to the Investor Protection and Education Fund administered by the “SEBI”. Similarly, any penalty levied on any person and any amount collected under this clause shall be remitted to the Board for credit to the Investor Protection and Education Fund administered by the SEBI.

12. Protection against retaliation and victimization

- 12.1** The Company shall ensure that if any of its Employee (“Informant”) who files a Voluntary Information Disclosure Form, irrespective of whether the information is considered or rejected by the SEBI or he or she is eligible for a Reward under SEBI (PIT) Regulations, by reason of:

- a) filing a Voluntary Information Disclosure Form under SEBI (PIT) Regulations;
- b) testifying in, participating in, or otherwise assisting or aiding SEBI in any investigation, inquiry, audit, examination or proceeding instituted or about to be instituted for an alleged violation of insider trading laws or in any manner aiding the enforcement action taken by SEBI; or
- c) breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with the SEBI in any manner.

shall be protected against any discharge, termination, demotion, suspension, discrimination, threats, harassment, directly or indirectly.

- 12.2** For the purpose of this point, “employee” means any individual who during employment may become privy to information relating to violation of insider trading laws and files a Voluntary Information Disclosure Form under these regulations and is a director, partner, regular or contractual employee, but does not include an advocate.

- 12.3** Nothing in these points shall require the employee to establish that, - (i) the Board has taken up any enforcement action in furtherance of information provided by such person; or (ii) the information provided fulfils the criteria of being considered as an Original Information under these Regulations.
- 12.4** Nothing in these points shall prohibit any Informant who believes that he or she has been subject to retaliation or victimization by his or her employer, from approaching the competent court or tribunal for appropriate relief.
- 12.5** Nothing in these points shall be construed to diminish the rights and privileges of, or remedies available to any Informant under any other law in force.

APPLICATION FOR PRE-CLEARANCE OF TRADE

(For use by Designated Employees and their immediate relatives in case of trading in the securities of Company above minimum limit prescribed under the Code)

To
The Compliance Officer
Sai Capital Limited
Add:

Dear Sir,

I _____, S/o _____ R/o _____, desirous of trading in the below-mentioned securities of the Company to deal in my name or on behalf of my relatives (write name of relative and relationship):

Type of Security	No. of Securities	Market Price (if decided)*	Nature of Transaction (Purchase/ Sale/ Pledge/ Other)	Mode of Trade (Off - Market/ On Market)	Date by which trade is proposed to be executed	Folio No./ DP ID /Client ID Along with the name of depository	Present Holding (No. of Shares held in i) Physical and ii) Demat)

** In case of proposed transaction is at the market price on stock exchange. Please mention "As per prevailing market price at stock exchange"*

You are requested to pre-clear the above transaction.

Further, I hereby enclose the form of undertaking signed by me.

Thanking you,

Signature:

Name:

Place:

Date:

UNDERTAKING FOR PRE-CLEARANCE OF TRADE

TO
The Compliance Officer
Sai Capital Limited
Add:

Dear Sir,

I, _____ S/o _____, R/o _____, presently holding _____ equity shares in the Company, hereby declare that I am a Promoter / Director / KMP / Designated Employee (state designation) of Sai Capital Limited.

I undertake that:

- a) I have no access to nor am I in possession of any unpublished price sensitive information at the time of signing this undertaking.
- b) In the event, I get access to any information that could be construed as “Price Sensitive Information” after signing of this undertaking but before the execution of the transaction and in case of any change in my position, I shall inform you the change in position and shall refrain from dealing in the securities of the Company till the time such information becomes public.
- c) I have not contravened the Company’s code of conduct for prevention of insider trading as notified by the Company from time to time.
- d) In case the traded value exceeds Rs. 10 lakh or any such other value as may be specified, disclosures required under the Code of Conduct will be immediately furnished by me.
- e) I undertake to submit the necessary report within two trading days of execution of the transaction or shall submit a ‘Nil’ report if the transaction is not undertaken.
- f) If approval is granted, I shall execute the deal within 7 trading days of the receipt of approval or date by which trade is proposed to be executed, whichever is earlier, failing which I shall seek pre-clearance again.
- g) I have made a full and true disclosure in the matter, to the best of my knowledge and belief.

Signature:

Name:

Place:

Date:

DISCLOSURE OF PRE-CLEARED TRANSACTIONS

To
The Compliance Officer
Sai Capital Limited
Add:

Sub: Details of Pre-Cleared Transaction(s) done by me

Ref: Your Pre-Clearance Approval Letter No. _____ dated _____

Dear Sir,

This has reference to the captioned matter and Pre-Clearance Approval Letter granted by you. I wish to inform you that I have done the following transactions as per details given below:

As per Pre-Clearance Approval Letter			Details of transaction made			
Nature of Transaction (Buy/ Sell/ Pledge/ Other)	Nature of Securities	No. of Securities	Nature of Transaction (Buy/ Sell/ Pledge/ Other)	Nature of Securities	No. of Securities	Transaction Value (Rs.)

In this connection, I undertake to preserve the relevant documents relating to the aforesaid transaction, for a minimum period of five years and produce to the Compliance Officer/ SEBI (if required).

I declare that the above information is correct and no provision(s) of the Company's Code of Conduct for prevention of Insider Trading and/or applicable laws have been contravened in relation to conduct or completion of the above transaction(s).

Please contact me on _____ (Contact details) in case you need further information/clarifications.

Yours truly,

Signature:

Name:

Address:

Place:

Date:

**INTIMATION FOR NOT DECIDING TO EXECUTE/ NOT EXECUTE THE
PRE-CLEARED TRANSACTION**

To
The Compliance Officer
Sai Capital Limited
Add:

Sub: Details of not executed pre-cleared transaction

Ref: Your Pre-Clearance Approval Letter No. _____ dated _____

Dear Sir,

This has with reference to the captioned subject and Pre-Clearance Approval Letter granted by you. I wish to inform that due to _____
(mention reason), I shall not/ did not carry the pre-cleared transaction in the securities of the Company.

Please contact me on _____ (Contact details) in case you need further information/clarifications.

Yours truly,

Signature:

Name:

Address:

Place:

Date:

FORM B

SEBI (Prohibition of Insider Trading) Regulations, 2015

[Regulation 7 (1) (b) read with Regulation 6(2) – Disclosure on becoming a Key Managerial Personnel/Director/Promoter/Member of the promoter group]

Name of the company: Sai Capital Limited

ISIN of the company: INE531X01018

Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/DIN & Address with Contact Nos.	Category of Person (KMP/Director or Promoter or member of the promoter group/ Immediate relative to/others, etc.)	Date of appointment of KMP/ Director/ OR Date of becoming Promoter/ member of the promoter group	Securities held at the time of appointment of KMP/Director or upon becoming Promoter or member of the promoter group		% of Shareholding
			Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlements, etc.)	No. of Securities	
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 on the securities of the company held on appointment of KMP or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2).

Open Interest of the Future contracts held at the time of appointment of Director/KMP or upon becoming Promoter/member of the promoter group			Open Interest of the Option Contracts held at the time of appointment of Director/KMP or upon becoming Promoter/member of the promoter group		
Contract Specifications	Number of Units (contracts* lot size)	Notional value in Rupee terms	Contract Specifications	Number of Units (contracts* lot size)	Notional value in Rupee terms
7	8	9	10	11	12

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

Signature:

Name:

.....

DIN:

Add:

Date:

Place:

DISCLOSURE BY DESIGNATED PERSONS	
A. Details of Designated Person	
Name	
Address	
PAN	
Designation	
Department	
Employee Code	
B. Details of Education Institutions of Designated Person	
1. Graduation	
(A)	
Name of College/Institution:	
University	
Year of Completion	
(B)	
Name of College/Institution:	
University	
Year of Completion	
2. Post-Graduation	
Name of College/Institution:	
University	
Year of Completion	
3. Any other Qualification	
Name of College/Institution:	
University	
Year of Completion	
C. Details of Past Employers of Designated Person	
1.	
Name of Employer:	
Address:	
Year of Service:	
2.	
Name of Employer:	-

Address:	
Year of Service:	
3.	
Name of Employer:	-
Address:	
Year of Service:	
4.	
Name of Employer:	-
Address:	
Year of Service:	

D. Details of persons with whom material financial transaction is entered by Designated Person

Disclosure Condition Check as applicable (√)/(X):	If yes, provide following details (No need to provide details if the transaction is on arm length basis)	
Whether you have entered a material financial transactions (in nature of loan, gift, capital contribution etc.) with any person which involves either: ➤ Receipt by you of amount exceeding 25% of Payer's Annual Income ➤ Payment of amount by you exceeding 25% of your Annual Income <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Name	
	PAN	
	Landline Number	
	Mobile Number (1)	
	Mobile Number (2)	
	Name	
	PAN	
	Landline Number	
	Mobile Number (1)	
	Mobile Number (2)	
	Name	
	PAN	
	Landline Number	
Mobile Number (1)		
Mobile Number (2)		

E. Details of Immediate Relatives

Disclosure Condition Check as applicable (√)/(X):	Provide following details if any of the condition is ticked(√)	

Spouse <i>(mandatory)</i>	Name	
	PAN	
	Landline Number	
	Mobile Number (1)	
	Mobile Number (2)	
Mother		
<input type="checkbox"/> Financially dependent	Name	
<input type="checkbox"/> Consults you in taking trading decision	PAN	
	Landline Number	
	Mobile Number (1)	
	Mobile Number (2)	
Father		
<input type="checkbox"/> Financially dependent	Name	
<input type="checkbox"/> Consults you in taking trading decision	PAN	
	Landline Number	
	Mobile Number (1)	
	Mobile Number (2)	
Brother		
<input type="checkbox"/> Financially dependent	Name	
<input type="checkbox"/> Consults you in taking trading decision	PAN	
	Landline Number	
	Mobile Number (1)	
	Mobile Number (2)	
Sister		
<input type="checkbox"/> Financially dependent	Name	

<input type="checkbox"/> Consults you in taking trading decision	PAN	
	Landline Number	
	Mobile Number (1)	
	Mobile Number (2)	
Children (including step child)		
<input type="checkbox"/> Financially dependent	Name	
<input type="checkbox"/> Consults you in taking trading decision	PAN	
	Landline Number	
	Mobile Number (1)	
	Mobile Number (2)	
	Name	
	PAN	
	Landline Number	
	Mobile Number (1)	
	Mobile Number (2)	
	Name	
	PAN	
	Landline Number	
	Mobile Number (1)	
	Mobile Number (2)	
	Name	
	PAN	
	Landline Number	
	Mobile Number (1)	
Mobile Number (2)		

I hereby declare that the above details are true, correct and complete in all respects as on date of signing this disclosure.

Name & Signature:

Designation:

Employee Code:

Place:

Date:

FORM B

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 change in holding of Securities of Promoter, Member of the Promoter Group, Designated Person or Director of a listed company and immediate relatives of such persons and other such persons as mentioned in Regulation 6(2)

Name, PAN,CIN/DIN & address with contact nos. of connected persons	Connection with company	Securities held before transaction		Securities acquired/Disposed			
		Type of security (For eg. –Shares, Warrants, Convertible Debentures etc.)	No. and % of holding	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy/ Sale/Pledge /Revoke /Invoice)

Securities held after transaction		Date of allotment advice/acquisition of shares/sale of shares specify		Date of intimation to company	Mode of acquisition/disposal (on market/public/rights/Preferential offer /off market/Interse transfer, ESOPs etc.)
Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of holding	From	To		

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		
		Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot size)	

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

(ii) Value of transaction excludes taxes/brokerage/any other charges

(iii) In case of Options, notional value shall be calculated based on Premium plus strike price of options

Name and Signature:

Director:

Add:

Date:

Place: New Delhi

Annexure-F

Report by (Name of the listed company/ Intermediary/Fiduciary) for violations related to Code of Conduct under SEBI (Prohibition of Insider Trading) Regulations, 2015.

	Particulars		
	Name of the listed company/ Intermediary/Fiduciary		
	Please tick appropriate checkbox Reporting in capacity of : <input type="checkbox"/> Listed Company <input type="checkbox"/> Intermediary <input type="checkbox"/> Fiduciary		
	A. Details of Designated Person (DP)		
	i. Name of the DP		
	ii. PAN of the DP		
	iii. Designation of DP		
	iv. Functional Role of DP		
	v. Whether DP is Promoter or belongs to Promoter Group		
	B. If Reporting is for immediate relative of DP		
	i. Name of the immediate relative of DP		
	ii. PAN of the immediate relative of DP		
	C. Details of transaction(s)		
	i. Name of the scrip		
	ii. No of shares traded and value (Rs.) (Date- wise)		
	D. In case value of trade(s) is more than Rs.10 lacs in a calendar quarter		
	i. Date of intimation of trade(s) by concerned DP/director/promoter/promoter group to Company under regulation 7 of SEBI (PIT) Regulations, 2015		
	ii. Date of intimation of trade(s) by Company to stock exchanges under regulation 7 of SEBI (PIT) Regulations, 2015		
	Details of violations observed under Code of Conduct		
	Action taken by Listed company/ Intermediary/ Fiduciary		
	Reasons recorded in writing for taking action stated above		
	Details of the previous instances of violations, if any, since last financial year		
	If any amount collected for Code of Conduct violation(s)		
	i. Mode of transfer to SEBI - IPEF (Online/Demand Draft)		
	ii. Details of transfer/payment		
	In case of Online:		
	Particulars	Details	
	Name of the transferor		
	Bank Name, branch and Account number		
	UTR/Tran on reference Number		
	Transaction date		
	Transaction Amount (in Rs.)		

	In case of Demand Draft (DD):		
	Particulars	Details	
	Bank Name and branch		
	DD Number		
	DD date		
	DD amount (inRs.)		
	Any other relevant information		
Date and Place		Yours faithfully,	
Compliance Officer		Name and Signature of	
		PAN:	
		Email ID:	