HONDA

Honda India Power Products Limited
Head Office & Works :
Plot No. 5, Sector-41, (Kasna)
Greater Noida Industrial Development Area,
Distt. Gautam Budh Nagar (U.P.) Pin-201310
Tel. : +91-120-2590 100
Fax : +91-120-2590 350
Website : www.hondaindiapower.com
CIN : L40103DL2004PLC203950
E-mail : ho.mgt@hspp.com

Ref: HIPP/SE/2026-27/43

November 05, 2026

Corporate Relationship Department
BSE Limited
Phiroze Jeejeebhoy Towers,
25th Floor, Dalal Street, Fort,
Mumbai – 400001

Listing Department
National Stock Exchange of India Limited
5th Floor, Exchange Plaza,
Bandra Kurla Complex, Bandra (E),
Mumbai-400051

Scrip Code: **NSE : HONDAPOWER**
BSE : 522064

Sub: Code of Conduct for Insider Trading and Fair Disclosure of Unpublished Price Sensitive Information

Dear Sir/Madam,

Pursuant to Regulation 8(2) of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("PIT Regulations"), read with SEBI Master Circular No. HO/43/15/12(3)2025-ISD-POD2/I/11734/2026 dated May 15, 2026, as amended, we wish to inform you that the Board of Directors of the Company, at its meeting held on November 05, 2026, has approved the amended Code of Conduct for Insider Trading and Fair Disclosure of Unpublished Price Sensitive Information, framed under Regulations 8 and 9 of the PIT Regulations. A copy of the amended Code is enclosed herewith.

The above-mentioned Code shall also be available on Company's website at www.hondaindiapower.com

Kindly take the same on record.

Thanking you.

Yours truly,
For **Honda India Power Products Limited**

Sunita Ganjoo
Digitally signed by Sunita Ganjoo
Date: 2026.11.05 16:46:26 +05'30'

HONDA INDIA POWER PRODUCTS LIMITED Greater Noida

Sunita Ganjoo
Company Secretary and Compliance Officer

Encl: as above

HONDA INDIA POWER PRODUCTS LIMITED

CODE OF CONDUCT FOR INSIDER TRADING AND FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION

Adopted on : May 18, 2015

Revised on : February 10, 2025 & November 05, 2026

PREAMBLE

1. The Securities and Exchange Board of India ("SEBI"), for protection of investors and to regulate the securities market, had formulated the SEBI (Prohibition of Insider Trading) Regulations, 2015 under the powers conferred on it under the SEBI Act, 1992. These Regulations came into force w.e.f. 15 May, 2015 (as amended from time to time) and the same are applicable to all companies whose shares are listed on Indian Stock Exchanges.

2. Regulation 9 requires the Board of Directors of every listed company and market intermediary to formulate a code of conduct to regulate, monitor and report trading by its employees and other 'connected persons' towards achieving compliance with the Regulations, adopting minimum standards as set out in Schedule B of the Regulations, without diluting the provisions of the Regulations in any manner.

3. The SEBI Regulations prohibit an Insider from Trading in the Securities of a Company listed on any stock exchange on the basis of unpublished price sensitive information.

4. In the above context, Honda India Power Products Limited ("HIPP"/ "Company") has formulated this Code of Conduct for Prohibition of Insider Trading and fair disclosure of unpublished price information ("Code").

1. DEFINITION

1.1. **"Act"** means the Securities and Exchange Board of India Act, 1992.

1.2. **"Board"** means the Securities and Exchange Board of India.

1.3. **"Board of Director"** means the Board of Directors of the Company.

1.4. **"The Code"** means this Code of Conduct formulated for Regulating, Monitoring and Reporting by Insiders under SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.

1.5. **"Company"** means Honda India Power Products Limited (HIPP).

1.6. **"Compliance Officer"** means the Company Secretary, capable of appreciating requirements for legal & regulatory compliance under these Regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of Unpublished Price Sensitive Information, monitoring of trades and the implementation of the Codes specified in these Regulations under the overall supervision of the Board of Directors of the Company.

1.7. **"Connected Person"** means:

i. any person who is or has been, during the six months prior to the concerned act, associated with a 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, whether temporary or permanent, with the Company, that allows such a 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. A 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 Relative or Banker of the Company, has more than ten per cent (10%), of the holding or interest.
k. a firm or its partner or its employee in which a connected person specified in sub-clause (i) of clause (d) is also a partner; or
l. a person sharing household or residence with a connected person specified in sub-clause (i) of clause (d);

***NOTE**: It is intended that a connected person is one who has a connection with the Company that is expected to put him 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.*

1.8. **"Designated Persons(s)/Employee(s)"** shall include:

i. Every Promoter;
ii. Director including Whole Time Director and Employee upto one (1) level below the Board of Directors;
iii. Company and its Material Subsidiary(ies), if any;
iv. Every Employee is designated as CEO and KMP;
v. Every Employee is designated as Assistant General Manager and above;
vi. Every Employee in the Finance & Accounts Department, Secretarial & Legal Department, IT irrespective of their role, designation etc;
vii. Any other Employee/person as may be determined by the Board of Directors/Compliance Officer from time to time in consultation with the Management of the Company considering the objectives of the Code; and
viii. Immediate Relatives of all the above Persons.

1.9. **"Director"** means the Director as defined under the Companies Act, 2013.

1.10. **"Employee"** means every Employee of the Company whether permanent or contractual including the Directors in the employment of the Company.

1.11. **"Financial Literate"** means 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.

1.12. **"Generally available Information"** means information that is accessible to the public on a non-discriminatory basis.

1.13. **"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.

1.14. **"Insider"** means any person who is:

a. A designated/connected person; or
b. In possession of or having access to Unpublished Price Sensitive Information.

1.15. **"Key Managerial Personnel"** (KMPs) means:

I. Chief Executive Officer or Managing Director or Manager,
II. Company Secretary,
III. Whole-Time Director;
IV. Chief Financial Officer; and
V. Such other Officer as may be prescribed by the Compliance Officer

1.16. **"Legitimate Purpose"** shall include sharing of Unpublished Price Sensitive Information in ordinary course of Business by an Insider with Partners, Collaborators/ Lenders, Customers, Suppliers, Merchant Banker, Legal Advisors, Auditors, Insolvency Professionals or other Advisors or Consultants provided that such sharing has not been carried out to evade or circumvent the prohibitions of these Regulations.

1.17. **"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.

1.18. **"Whole Time Director"** means a Whole Time Director as defined under the Companies Act, 2013.

1.19. **"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.

1.20. **"Promoter Group"** 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

1.21. **"Need to Know basis"** means that Unpublished Price Sensitive Information should be disclosed only to those within the Company who need the information to discharge their duty and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of the information.

1.22. **"Stock Exchange"** means National Stock Exchange of India Ltd. and BSE Ltd.

1.23. **"Securities"** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof;

1.24. **"Takeover regulations"** means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;

1.25. **"Trading"** means and includes subscribing, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell, pledge, deal in any securities, and "trade" shall be construed accordingly.

1.26. **"Trading Day"** means a day on which the recognized Stock Exchanges are open for trading;

1.27. "**Relative**" shall mean the following:

i. spouse of the person;
ii. parent of the person and parent of its spouse;
iii. sibling of the person and sibling of its spouse;
iv. child of the person and child of its spouse;
v. spouse of the person listed at sub-clause (iii); and
vi. spouse of the person listed at sub-clause (iv)

1.28. **"Unpublished Price Sensitive Information"** means any information relating to the 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 be 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, delistings, 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 resignation 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.
q. Such other matters as may be specified under the SEBI regulations or decided by the Company from time to time.

Explanation 1- For the purpose of sub-clause (i):

a. 'Fraud' shall have the same meaning as referred to in Regulation 2(1)(c) of Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003.
b. 'Default' shall have the same meaning as referred to in Clause 6 of paragraph A of Part A of Schedule III of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Explanation 2- For identification of events enumerated in this clause as unpublished price sensitive information, the guidelines for materiality referred at paragraph A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as may be specified by the Board from time to time and materiality as referred at paragraph B of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 shall be applicable.

Information is 'non-public' or 'unpublished' until it has been widely disseminated to the public (through, for example, a filing with the NSE, BSE,) or is accessible to the public on a non-discriminatory basis.

1.29. **"Informant"** is an individual(s) who voluntarily submits to SEBI, the Original Information in a Voluntary Information Disclosure Form relating to an alleged violation of Insider Trading laws that has occurred, is occurring or has a reasonable belief that it is about to occur, in a manner provided under the Regulations, regardless of whether such individual(s) satisfies the requirements, procedures and conditions to qualify for a reward.

1.30. **"Original Information"** means any relevant information submitted in accordance with the Regulations pertaining to a violation of Insider Trading laws that is:

a) derived from the independent knowledge and analysis of the Informant;
b) not known to SEBI from any other source, except where the Informant is the original source of the information;
c) is sufficiently specific, credible and timely to – (i) commence an Examination or Inquiry or Audit, (ii) assist in an on-going Examination or Investigation or Inquiry or Audit, (iii) open or reopen an Investigation or Inquiry, or (iv) Inquire into a different conduct as part of an on-going Examination or Investigation or Inquiry or Audit directed by SEBI;
d) not exclusively derived from an allegation made in a judicial or administrative hearing, in a Governmental report, hearing, Audit, or Investigation, or from the News Media, except where the Informant is the original source of the information;
e) not irrelevant or frivolous or vexatious;

1.31. **"Regulations"** shall mean the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any amendments thereto.

1.32. **"Whistle Blower"** means an Employee who reports instance of leak of price sensitive information under this Policy.

1.33. **"Own analysis"** means the examination and evaluation of the relevant information by the Informant that may be publicly available, but which reveals analysis that is not known to SEBI:

Provided that such analysis is not derived from professional or confidential communication protected under the Indian Evidence Act, 1872 (1 of 1872);

1.34. **"Irrelevant, Vexatious and Frivolous Information"** includes, reporting of information which in the opinion of the Board of Directors, -

I. Does not constitute a violation of Insider Trading laws; or
II. Is rendered solely for the purposes of malicious prosecution; or
III. Is rendered intentionally in an effort to waste the time and resource of the Board of Directors.

Words and expressions used and not defined in this code shall have the same meaning assigned to them in the Securities Exchange and Board of India Act, 1992, Securities Contracts (Regulations) Act, 1956 SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and/or any other SEBI Regulation(s) as amended from time to time.

2. Role of Compliance Officer

2.1. The Company Secretary of the Company is the Compliance Officer for the purposes of compliance under this Code of Conduct.

2.2. The Compliance Officer shall assist all Employees in addressing any clarifications regarding the Regulations and the Code of Conduct.

2.3. The Compliance Officer shall monitor, review and approve all Trading Plans.

2.4. The Compliance Officer shall regulate and monitor the Trading Window of the securities of the Company.

2.5. The Compliance Officer may inquire any employee in relation to Trading of securities and handling of Unpublished Price Sensitive Information of the Company.

2.6. The Compliance Officer may require any other persons (Law Firms, Consultants, Investment Bankers, Vendors, Customers, Bankers etc.) to disclose shareholding and trading in securities of the Company.

2.7. The Compliance Officer will maintain a record (in electronic form) of the Designated Persons and their Immediate Relatives and changes thereto from time to time, in consultation with Managing Director of the Company.

2.8. The Compliance Officer shall report to the Board of Directors and in particular, shall provide reports to the Chairman of the Audit Committee or to the Chairman of the Board of Directors at such frequency as may be stipulated by the Board of Directors, but not less than once (1) in a Financial Year.

3. Review by Audit Committee

The Audit Committee shall review compliance of this Code and adequacy of internal control system including its operative effectiveness with regard to prevention of Insider Trading at least once (1) in a Financial Year.

4. Preservation of Unpublished Price Sensitive Information

4.1. All information shall be handled within the organization on a need-to-know basis and no Unpublished Price Sensitive Information shall be communicated or accessible to any person except in furtherance of legitimate purposes, performance of duties or discharge of his legal obligations.

4.2. Unpublished Price Sensitive Information may be communicated, provided, allowed access to or procured, in connection with a transaction which entails:

4.2.1. an obligation to make an Open Offer under the Takeover Regulations where the Board of Directors is of informed opinion that the proposed transaction is in the best interests of the Company; or

4.2.2. not attracting the obligation to make an Open Offer under the Takeover Regulations but where the Board of Directors is of informed opinion that the proposed transaction 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 (2) trading days prior to the proposed transaction being effected in such form as the Board of Directors may determine.

4.3. The Board of Directors/Compliance Officer shall require the parties to execute agreements to contract confidentiality and nondisclosure obligations on the part of such parties and such parties shall keep information so received confidential, except for the limited purpose and shall not otherwise trade in securities of the Company when in possession of Unpublished Price Sensitive Information.

4.4. All Unpublished Price Sensitive Information shall be communicated or provided to any person on a need to know basis. Any Unpublished Price Sensitive Information directly received by any Employee, not entitled or required to have access of such information in its ordinary course of business or performance of duties or discharge of his legal obligations should immediately be reported to the Head of the Department or the Compliance Officer.

4.5. The Compliance Officer may require any person having contractual or fiduciary relation with the Company to formulate policies to safely handle Unpublished Price Sensitive Information relating to the securities of the Company.

4.6. The Company while dealing with any market intermediary, client, agent or any other person, who is required to handle Unpublished Price Sensitive Information shall ensure that such person has formulated a Code of Conduct as per the requirements of the Regulations.

4.7. Limited access to confidential information. Files containing confidential information shall be kept secure. Computer files must have adequate security of Login and Password, etc. Files containing confidential information should be deleted / destroyed if they are no longer required.

5. Communication or Procurement of Unpublished Price Sensitive Information

5.1. All information shall be handled within the Company on a need-to-know basis and no Unpublished Price Sensitive Information shall be communicated to any person except in furtherance of the insider's legitimate purposes, performance of duties or discharge of his legal obligations.

5.2. Unpublished Price Sensitive Information may be communicated, provided, allowed access to or procured, in connection with a transaction which entails:

5.2.1. an obligation to make an Open Offer under the Takeover Regulations where the Board of Directors of the Company is of informed opinion that the sharing of such information is in the best interests of the Company; or

5.2.2. not attracting the obligation to make an Open Offer under the Takeover Regulations but where the Board of Directors 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 (2) trading days prior to the proposed transaction being effected in such form as the Board of Directors may determine to be adequate and fair to cover all relevant and material facts.

6. Chinese Walls and Cross the Wall

6.1. The Compliance Officer shall monitor and regulate the Company's Chinese Walls and Cross the Wall Procedures

6.2. The Company shall formulate Chinese Walls to operate as barriers to the passing of inside information and confidential information and a means of managing Conflicts of Interest

6.3. The Chinese Walls designed to manage confidential information and prevent the inadvertent spread and misuse of inside information, or the appearance thereof. Board of Directors shall understand where Chinese Walls have been set up or where they are needed according to this Policy, corporate governance requirements or Regulations.

6.4. The Employees working within an insider area are prohibited from communicating any confidential or inside information to Employees in public areas without the prior approval of Compliance Officer.

6.5. Employees within a Chinese Walls have a responsibility to ensure the Chinese Wall is not breached deliberately or inadvertently. Known or suspected breaches of the Chinese Wall must be referred to the Compliance Officer immediately.

6.6. The Company shall ensure that appropriate policies, procedures and physical arrangements are implemented for the relevant businesses and that such polices are complied with by all affected Employees.

6.7. The establishment of Chinese Walls is not intended to suggest that within insider areas material, confidential information can circulate freely. Within insider areas, the need-to-know shall be in effect.

❖ **Crossing the Wall**

6.8. If an Employee/outsider receives inside information from the inside area of the Company, it is treated that the said Employee or outsider has crossed the Wall. Pursuant to crossing the Wall, the Employee becomes an Insider. Such Employee/outsider must be subject to all restrictions and prohibitions as required under this Code of Conduct, Regulations and Policies relating to Chinese Walls. An Employee is no longer a temporary Insider when the inside information is published or no longer significant to the market.

6.9. If any Person crosses the Wall the same should be immediately reported to the Compliance Officer. The Compliance Officer shall make sure that all restrictions are imposed on such Employee relating to the protection to Unpublished Price Sensitive Information.

6.10. The Compliance Officer when satisfied that the insider information is generally available may lift such restrictions imposed on such Employee.

7. Prohibition on Dealing, Communicating or Counseling on Matters Relating to Insider Trading

7.1. No Insider shall trade in securities of the Company when in possession of Unpublished Price Sensitive Information.

7.2. Not to misuse Unpublished Price Sensitive Information.

7.3. Designated Persons including Employees on the basis of their functional role in the Company shall be governed by this Code of Conduct governing trading in Company securities

8. Dissemination of "Price Sensitive Information"

8.1. No information shall be passed by way of making a recommendation for the purchase or sale of securities of the Company.

8.2. The following Guidelines shall be followed while dealing with Analysts, Research Personnel, Media Persons & Institutional Investors.

8.2.1. Only public information to be provided.

8.2.2. Unanticipated questions may be taken on notice and a considered response given later.

8.2.3. If the answer includes Unpublished Price Sensitive Information, a Public Announcement should be made before responding.

9. Trading Plan

9.1. A Designated Person 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 on his/her behalf in accordance with such plan (**Annexure 1**).

9.2. Trading Plan shall:

9.2.1. not entail commencement of trading on behalf of the Insider earlier than 120 calendar days from the public disclosure of the Plan;

9.2.2. not entail overlap of any period for which another Trading Plan is already in existence;

9.2.3. 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

9.2.4. not entail trading in securities for market abuse.

9.3. The Compliance Officer shall review the Trading Plan, made as above to assess whether the plan would have any potential for violation of these Regulations and shall be entitled to seek such express Undertaking as may be necessary to enable such assessment and to approve and monitor the implementation of the Plan.

9.4. 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 outside the scope of the Trading Plan or to deviate from it except due to permanent incapacity or bankruptcy or operation of law.

However, 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 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.

9.5. Upon approval of the Trading Plan, the Compliance Officer shall notify the Plan to the Stock Exchanges on which the securities are listed, on the day of approval.

10. Trading Window

10.1. The trading period *i.e.* the trading period of the Stock Exchanges, called 'Trading Window', is available for trading in the Company's securities.

10.2. The Trading Window shall be, inter alia, closed during the following periods:

1. For Board meetings to be held for consideration of Quarterly/Annual Financial Results starting from the end of every Quarter for which Results have to be declared till forty-eight (48) hours after the declaration of Financial Results.

2. For any other Board Meeting: starting as soon as the day on which the date of Board Meeting is finalized and communicated to Stock Exchanges, whichever is later and upto second (2^{nd}) trading day after communication of the decision of the Board to the Stock Exchanges

10.3. All Designated Persons shall conduct all their dealings in the securities of the Company only in a valid Trading Window and shall not deal in any transaction involving the purchase or sale of the Company's securities during the periods when the trading window is closed, as referred to in Point No. (10.1) above or during any other period as may be specified by the Company from time to time.

10.4. Unless otherwise specified by the Compliance Officer, the Trading Window for trading in securities of the Company shall be closed for the following purposes: -

i. Declaration of Financial Results (Quarterly and Annual) of the Company;
ii. Intended declaration of Dividends (both Interim and Final);
iii. Issue of securities by way of Public, Bonus, Rights etc or Buy-back of securities;
iv. Any major expansion plans or execution of new projects;
v. Change in Key Managerial Personnel;
vi. Amalgamation, Mergers, Takeovers or Restructuring; and
vii. Disposal of the whole or substantial part of the Undertaking;

10.5. The Compliance Officer after taking into account various factors including the Unpublished Price Sensitive Information in question becoming generally available and being capable of assimilation by the market, shall decide the timing for reopening of the Trading Window, however in any event it shall not be earlier than forty-eight (48) hours after the information becomes generally available.

10.6. In case of any future ESOPs, exercise of option may be allowed in the period when the Trading Window is closed. However, sale of shares allotted on exercise of ESOPs shall not be allowed when trading is closed.

10.7. When the Trading Window is open, trading by Designated Persons shall be subject to Preclearance by the Compliance Officer, if the value of the proposed trades is more than one thousand (1000) Equity Shares or above such thresholds as the Board may stipulate.

11. Pre Clearance of Trades

All Designated Persons, who intend to deal in the securities of the Company when the Trading Window is opened, should preclear the transaction from Compliance Officer. However, no Designated Person shall be entitled to apply for Preclearance of any proposed trade if such Designated Person is in possession of Unpublished Price Sensitive Information even if the Trading Window is not closed.

When a person who has traded in securities has been in possession of Unpublished Price Sensitive Information, his/her trades would be presumed to have been motivated by the knowledge and awareness of such information in his/her possession.

Pre-dealing procedure shall be hereunder:

A. An application shall be made in the prescribed Form **(Annexure 2)** to the Compliance Officer indicating the estimated number & amount of securities that the Designated Person intends to deal in, the details as to the Depository with which he has a security account, the details as to the securities in such Depository mode and such other details as may be required by any rule made by the Company in this behalf.

B. An Undertaking **(Annexure 3)** shall be executed in favour of the Company by such Designated Person incorporating, inter alia, the following clauses, as may be applicable:

   i. That the Designated Person does not have any access or has not received "Price Sensitive Information" up to the time of signing the Undertaking.

   ii. That in case the Designated Person has access to or receives "Price Sensitive Information" after the signing of the Undertaking but before the execution of the transaction he/she shall inform the Compliance Officer of the change in his position and that he/she would completely refrain from dealing in the securities of the Company till the time such information becomes public.

iii. That he/she has not contravened the Code of Conduct for prevention of Insider Trading as notified by the Company from time to time.

iv. That he/she has made a full and true disclosure in the matter.

v. Post receipt of duly executed Application Form and Undertaking, the Compliance Officer, may subject to her satisfaction grant the Preclearance **(Annexure 4)** within two (2) trading days.

vi. All Designated Persons shall execute their order in respect of securities of the Company within the time period as mentioned in Preclearance.

vii. The Designated Persons shall file within two (2) trading days of the execution of the deal, the details of such deal with the Compliance Officer **(Annexure 5)**. In case the transaction is not undertaken, a report to that effect shall be filed in the same form.

viii. If the order is not executed within the time mentioned in Preclearance order, the Designated Person must preclear the transaction again.

ix. Preclearance would not be required for trade executed as per approved Trading Plan.

x. All Designated Persons who buy or sell any number of shares of the Company shall not enter into an opposite transaction *i.e.* sell or buy any number of shares during the next six (6) months following the prior transaction. In case of any contra trade be 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 (IEPF) administered by SEBI under the Act.

xi. All Designated Persons shall also not take positions in derivative transactions in the shares of the Company at any time.

12. Disclosure requirements

12.1. Initial Disclosure

Every person, on being appointed as KMP or a Director of the Company or upon becoming a member of the Promoter group, shall disclose his holding of securities of the Company as on the date of appointment or becoming a member of the Promoter group, to the Company within seven (7) days of such appointment or becoming a member of the Promoter group in Form B **(Annexure 6).**

12.2. Continual Disclosure

12.2.1. Every Promoter, Designated Person, member of the Promoter group and Director of the Company shall disclose to the Company the number of such securities acquired or disposed of within two (2) trading days of such transaction, if the value of the securities

traded, whether in one (1) transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of Rupees Ten lacs (Rs.10,00,000) in Form C **(Annexure 7).**

Provided however that the Designated Persons shall make disclosures to the Company even if the changes are within the abovementioned limits.

12.2.2. In addition to the Continual Disclosure in **Annexure-7**, every Promoter or member of the Promoter Group, Key Managerial Personnel, Designated Person and Directors shall disclose to the Company any change in shareholding of the Company, if the value of traded securities in a transaction or a series of transactions in aggregate over any calendar quarter exceeds Rupees Ten lacs (Rs.10,00,000) or such other value as may be specified by the Compliance Officer in consultation with the Board. **(Annexure 8)**

12.2.3. The Company at its discretion, may require any other Connected Person or class of Connected Persons to make Disclosures of holdings and trading in securities of the Company in order to monitor compliance with these Regulations, in Form D **(Annexure 9).**

12.2.4. The disclosure shall be made within two (2) trading days of the execution of the transaction.

12.3. **Disclosure by the Company to the Stock Exchange(s)**

Within two (2) trading days of the receipt of the information or disclosure under the Regulations and this Code of Conduct, the Compliance Officer shall disclose to all Stock Exchanges on which the Company is listed, the information received.

The Compliance officer shall maintain records of all the Declarations in the appropriate Form given by the Designated Employees for a minimum period of five (5) years.

13. Dissemination of Unpublished Price Sensitive Information

13.1. The disclosure of Unpublished Price Sensitive Information shall be on a uniform basis and non-discriminatory.

13.2. Compliance Officer to deal with dissemination of information and disclosure of Unpublished Price Sensitive Information in a uniform manner.

13.3. No information shall be passed by Designated Persons by way of making a recommendation for the purchase or sale of securities of the Company.

13.4. The following guidelines shall be followed while dealing with Research Analysts and Institutional Investors:

i. Only public information to be provided.
ii. At least two (2) Company representatives be present at meetings with Analysts, Media Persons and Institutional Investors.
iii. Unanticipated questions may be taken on notice and a considered response given later. If the answer includes price sensitive information, a Public Announcement should be made before responding.
iv. Simultaneous release of information after every such meet.

14. Mechanism on Internal Control

For ensuring adequate and effective system of internal controls in line with the requirements of SEBI (Prohibition of Insider Trading) Regulations, 2015, the following procedure shall be followed:

14.1. **Sharing of information pursuant to Legitimate Purpose**

14.1.1. Any person in receipt of Unpublished Price Sensitive Information pursuant to legitimate purpose shall be considered Insider for the purpose of the Code.

14.1.2. Advance Notice shall be served on such person by way of email/ letter to maintain confidentiality while in possession of such Unpublished Price Sensitive Information.

14.1.3. Such person has to ensure compliance with SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time and the Code.

14.2. **Limited Access to Confidential Information**

Files containing confidential information shall be kept fully secured. Computer files must have adequate security of Login and Password *etc.*

14.3. **Non-Disclosure Agreement**

The companies shall execute Non-Disclosure Agreement with:

14.3.1. Parties which are existing as on 31st March, 2020 and with whom the Company has shared Unpublished Price Sensitive Information; and

14.3.2. Parties which whom the company intends to share any Unpublished Price Sensitive information.

14.4. **Documents to be shared by Designated Person with Company**

Designated person shall be required to disclose Names and PAN or any other identifier authorized by law, of the following persons, to the Company, on an annual basis and as when the information changes:

a. Immediate Relatives;
b. Person with whom such Designated Person(s) share a material financial relationship; &
c. Phone, Mobile and Cell Number which are used by them.

In addition, the name of Educational Institutions from which Designated Persons have graduated and names of their past employers shall also be disclosed on a one-time basis.

Explanation: The term material financial relationship shall mean a relationship in which one (1) person is a recipient of any kind of payment such as by way of loan/gift during immediate preceding twelve (12) months, equivalent to at least twenty-five percent (25%) of such payer's annual income but shall exclude relationships in which the payment is based on arm's length transactions.

14.5. **Digital Database**

14.5.1. The Company shall maintain Digital Database (hereinafter referred as 'Database') with time stamping and audit trails to ensure non-tampering of the Database containing the nature of Unpublished Price Sensitive Information and the name and PAN of the person/entity (ies) with whom information is shared pursuant to legitimate purposes and the name and PAN of Designated Person alongwith their Immediate Relatives.

14.5.2. The Board of Directors shall ensure that a Database is maintained containing the aforementioned information by the Company Secretary with adequate internal controls and checks.

14.5.3. The Board of Directors shall ensure that the Database is preserved for a period of eight (08) years after completion of the relevant transactions and in the event of receipt of any information from the Board regarding any investigation or enforcement proceedings, the relevant information in the Database shall be preserved till the completion of such proceedings.

14.6. **Whistle Blowing in case of leak of Unpublished Price Sensitive Information ("UPSI")**

14.6.1. Any instance of leak of UPSI should be on the basis of a direct first-hand experience of the Whistle Blower. It should not be based on any secondary, unreliable source such as grapevine or any other form of informal communication.

14.6.2. The Whistle Blower may report leak of UPSI by an email to the President & CEO/ Whole Time Directors at their e-mail IDs mentioning the subject line "LEAK OF UPSI".

14.6.3. On the basis of reporting, the President & CEO/ Whole Time Directors shall conduct examination about the genuineness of the reporting before conduct of inquiry.

14.6.4. President & CEO/ Whole Time Directors as soon as ascertaining the genuineness of the reporting about leak of UPSI, intimate to Board of Directors and Audit Committee.

14.6.5. The Company shall take further action based on the recommendations of Board of Directors and Audit Committee accordingly.

14.6.6. The instance of leak of UPSI made by the Whistle Blower must be genuine with adequate supporting data/proof. If it is established that the allegation was made with mala-fide intentions or was frivolous in nature or was not genuine, the Whistle Blower shall be subject to Disciplinary Action.

15. Process to be followed in sensitive transaction(s)

15.1. **In case of Specific Transaction(s)**

The President & CEO/ Whole Time Directors shall give prior notice to Employee who are brought inside on sensitive transaction(s) and also made aware about the duties and responsibilities attached to receipt of inside information and liability that attaches to misuse or unwarranted use of such information on case to case basis.

In general, Notice shall be served to all such Employees and persons of the Company with whom Unpublished Price Sensitive Information is shared.

16. Intimation to Stock Exchange in case of violation of Code of Conduct and Regulations

16.1. Any violation of the Code of Conduct and the Regulations shall be immediately intimated to the Compliance Officer or the Board of Directors of the Company. In case it is observed by the Board that there has been a violation of the Code and/or Regulations in relation to the securities of the Company, the same shall be immediately reported to Stock Exchange in the format **(Annexure 10).**

16.2. An Informant under the Code may voluntarily submit to Stock Exchange the original information in a Voluntary Information Disclosure Form relating to an alleged violation of the insider trading laws that has occurred, is occurring or has a reasonable belief that it is about to occur. Such disclosure shall be in the form prescribed in Schedule D to the Regulations.

17. Protection against retaliation and victimization

17.1. An Employee who files a Voluntary Information Disclosure Form with SEBI under this Code and Regulations, he/she will not be at risk of suffering any form of reprisal or retaliation which includes discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination against the Employee irrespective of whether the information is considered or rejected by SEBI or he or she is eligible for a reward under the Regulations, by reason of-

17.1.1. Filing a Voluntary Information Disclosure Form under the regulations;

17.1.2. Testifying in, participating in, or otherwise assisting and 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

17.1.3. Breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any Employee from cooperating with SEBI in any manner.

Explanation- For the purpose of this clause, "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 the Regulations and is a Director, regular or contractual employee;

17.2. The Company may be liable for penalty, debarment, suspension, and/or criminal prosecution by SEBI, as the case may be, on violation of sub clause 17.1;

Provided that nothing in the Regulations will require SEBI to direct reinstatement or compensation by an employer.

17.3. Any term in the agreement (oral or written) or Code of Conduct is void in so far as it purports to preclude any person from submitting to SEBI information relating to violation of the securities laws that has occurred, is occurring or has a reasonable belief that it would occur.

17.4. No person shall by way of any threat or act impede an individual from communicating with SEBI, including enforcing or threatening to enforce, a confidentiality agreement (other than agreements related to legal representations of a client and communications thereunder) with respect to such communications.

Explanation- No employer shall require an employee to notify him or any Voluntary Information Disclosure Form filed with SEBI or to seek prior permission or consent or guidance of any person engaged by the employer before or after such filing.

18. Documentation

The Compliance Officer shall maintain following documents/ records for a minimum period of five (5) years:

A. Register of Initial & Continuous Disclosure;
B. Register of Designated Persons and changes therein;
C. Record of date of closing and opening of Trading Window;
D. Record of Application made for Preclearance alongwith Undertaking taken thereof;
E. Record of cases waiving holding period during emergency;
F. Record of periodical and annual statement.

19. Penalty for Contravention

19.1. Every Designated 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 dependents).

19.2. Any Designated Person who trades in securities or communicates any information for trading in securities, in contravention of this Code, the Company may impose sanctions and disciplinary actions including wage freeze, suspension, recovery, etc. on such Designated Person and amount collected under this clause shall be remitted to the Board for credit to the Investor Protection and Education Fund administered by the Board under the Act.

19.3. Designated Persons who violate the Code shall also be subject to disciplinary action by the Company, which may include wage freeze, suspension, ineligibility for participation in Employee Stock Option Plans, if any, *etc.*

19.4. 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.

20. Other Restrictions

20.1. The Disclosures to be made by any person under this Code shall include those relating to trading by such person's Immediate Relatives and by any other person for whom such person takes trading decisions.

20.2. The 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 for purposes of this Code.

20.3. The Disclosures/compliances as per the standards set out in Schedule B and other Schedules of SEBI (Prohibition of Insider Trading) (Amendment) Regulations, 2018, as may be applicable to it from time to time, shall be complied with in letter and spirit.

21. SEBI Regulations/Statutory Provisions to Prevail

Please note that in case the SEBI Regulation or any Statutory Provisions are more stringent than those contained in the Code, the SEBI Regulations/ Statutory Provisions will prevail.

This policy is only Internal Code of Conduct and one of the measures to avoid Insider Trading. It will be the responsibility of each Employee to ensure compliance of SEBI Guidelines and other related Statutes.

22. Amendment

Any subsequent amendment/ modification in the SEBI (Prohibition Of Insider Trading) Regulations, 2015 shall automatically apply to this Policy and shall be adhered to and complied with accordingly.

For and on behalf of **Honda India Power Products Limited**

Sd/-
Shigeki Iwama
CMD and President & CEO

HONDA

ANNEXURE 1
FORMAT FOR REQUEST OF TRADING PLAN

The Compliance Officer,
Honda India Power Products Limited,
409, DLF Tower – B,
Jasola Commercial Complex,
New Delhi – 110025.

I _____, in my capacity as _____of the company hereby submit the following trading plan for your review and approval in terms of the Code of Conduct and Insider Trading Regulations.

Trading Plan

Date/intervals of Trade Execution	No. of Securities Traded	Nature of Transaction and quantity (Purchase/ sale/ others)	Trading Account details	Trading Member details

Details of securities held by immediate Relative of the Employee

Name of the person and relationship with the designated employee	Date of Trading in securities	No. of Securities Traded	Nature of Transaction and quantity (Purchase/ Sale/ others)	Trading Account details	Trading member details

I hereby undertake that I am not in violation of Company's Code of Conduct or SEBI Insider Trading Regulations while formulating the aforesaid trading plan.

I undertake to furnish such information as required by the Compliance Officer with regard to the Trading Plan.

Date: _____ **Signature**_____

ANNEXURE 2
APPLICATION FOR PRE-DEALING APPROVAL
[DESIGNATED PERSON]

The Compliance Officer,
Honda India Power Products Limited,
409, DLF Tower – B,
Jasola Commercial Complex,
New Delhi – 110025.

Dear Sir/Madam,

Sub: Application for Pre-dealing approval in securities of the Company.

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct for Prevention of Insider Trading, I seek approval to purchase/sale/subscription of _____ equity shares of the Company as per details given below

1. Name of the applicant:
2. Designation:
3. Number of securities held as on date:
4. Folio No. / DP ID / Client ID No.:
5. PAN Number:
6. The proposal is for (a) Purchase of securities (b) Subscription to securities (c) Sale of securities
7. Proposed date of dealing in securities 8. Estimated number of securities proposed to be acquired/subscribed/sold
8. Price at which the transaction is proposed:
9. Current market price (as on date of application):
10. Whether the proposed transaction will be through stock exchange or off-market deal.

I enclose herewith the form of Undertaking signed by me.

Yours faithfully,

Signature:

Date:

ANNEXURE 3
FORMAT OF UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE-CLEARANCE
[DESIGNATED PERSON UNDERTAKING]

The Compliance Officer,
Honda India Power Products Limited,
409, DLF Tower – B,
Jasola Commercial Complex,
New Delhi – 110025.

I, _____, ___Designation____ of the **Honda India Power Products Limited**, residing at _____, am desirous of dealing in _____ shares of the Company as mentioned in my application dated _____ for pre-clearance of the transaction.

I further declare that I am not in possession of or otherwise privy to any unpublished Price Sensitive Information (as defined in the Company's Code of Conduct for prevention of Insider Trading (the Code) up to the time of signing this Undertaking.

In the event that I have access to or received any information that could be construed as "Price Sensitive Information" as defined in the Code, after the signing of this undertaking but before executing the transaction for which approval is sought, I shall inform the Compliance Officer of the same and shall completely refrain from dealing in the securities of the Company until such information becomes public.

I declare that I have not executed any opposite transaction in past six months and not contravened the provisions of the Code as notified by the Company from time to time.

I undertake to submit the necessary report within 2 days of execution of the transaction / a 'Nil' report if the transaction is not undertaken.

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

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

Date:

Signature:

ANNEXURE 4
FORMAT FOR APPROVAL OF PRE- CLEARANCE ORDER
[DESIGNATED EMPLOYEE/DESIGNATED PERSON]

Name:

Designation:

Place:

This is to inform you that your request for dealing in _____ shares of the Company as mentioned in your application dated _____ is approved. Please note that the said transaction must be completed on or before _____ that is within 7 days from today. In case you do not execute the approved transaction /deal on or before the aforesaid date this approval shall stand withdrawn and you would have to seek fresh pre-clearance before executing any transaction/deal in the securities of the Company. Further, you are required to file the details of the executed transactions in the attached format within 2 days from the date of transaction/deal. In case the transaction is not undertaken a 'Nil' report shall be necessary.

Based on your undertaking it is understood that you have not executed any opposite transaction in past six months and not contravened the provisions of the Code as notified by the Company from time to time.

Please note this approval can be withdrawn, if subsequently the information provided by you in the application form or the undertaking is found incorrect.

Yours faithfully,

for **Honda India Power Products Limited**

Compliance Officer

Date:

Encl: Format for submission of details of transaction

HONDA

ANNEXURE 6

SEBI (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (1) (a) read with Regulation 6(2) – Initial disclosure to the company]

Name of the Company **Honda India Power Products Limited**

ISIN of the company: **INE634A01018**

Details of Securities held by Promoter, 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 relative to/ others etc.)	Securities held as on the date of regulation coming into force		% of Shareholding
		Type of security(For eg.- Shares, Warrants, Convertible Debentures)	No.	
1	2	3	4	5
		Equity Shares		

Note: *"Securities" shall have the same 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 Promoter, Key managerial personnel (KMP), Director and other such persons as mentioned in Regulation 6(2)

Open Interest of the future contracts held as on the date of regulation coming into force			Open interest of the Option contracts held as on the date of regulation coming into force		
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.*

Name:
Signature:
Designation:
Date:
Place:

HONDA

ANNEXURE 7

SEBI (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: **Honda India Power Products Limited**

ISIN of the company: **INE634A01018**

Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a promoter of a listed company 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 relative to/ others etc.)	Date of appointment of Director/ KMP OR Date of becoming Promoter	Securities held at the time of becoming a Promoter/appointment of Director/KMP		% of Shareholding
			Type of security(For e.g.- Shares, Warrants, Convertible Debentures)	No.	
1	2	3	4	5	6
			Equity Shares		

Note: *"Securities" shall have the same 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 of a listed company 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 (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.*

Name:
Signature:
Designation:
Date:

HONDA

Annexure 10

Report by the Company for violations related to the Code of Conduct under SEBI (Prohibition of Insider Trading) Regulations, 2015

[For listed company: Schedule B read with Regulation 9(1) of SEBI (Prohibition of Insider Trading) Regulations, 2015]

Sr. No.	Particulars	Details
1	Name of the listed company/intermediary/fiduciary	
2	Please tick the appropriate check-box Reporting in capacity of: o Listed company o Intermediary o Fiduciary	
3	Name of the Designated Person (DP) Name of the immediate relative of DP if reporting is for immediate relative	
4	PAN of the DP PAN of the immediate relative of the DP if reporting is for immediate relative	
5	Designation of DP	
6	Functional role of DP	
7	Whether DP is Promoter/ Promoter Group/holding CXO level position (e.g. CEO, CFO, CTO etc.)	
8	**Transaction details**	
	a) Name of the scrip	
	b) No. of shares traded (which includes pledge) and value (Rs) (Date-wise)	
9	**In case value of trade(s) is more than Rs 10 lacs in a calendar quarter**	
	a) Date of intimation of trade(s) by concerned DP/ director /promoter /promoter group to Company under Regulation 7 of SEBI (Prohibition of Insider Trading) Regulations, 2015	
	b) Date of intimation of trade(s) by Company to Stock Exchanges under Regulation 7 of SEBI (Prohibition of Insider Trading) Regulations, 2015	
10	Details of violations observed under SEBI (Prohibition of Insider Trading) Regulations, 2015	
11	Action taken by Listed Company / Intermediary/ Fiduciary	
12	Reasons recorded in writing for taking action stated above	
13	Details of the previous instances of violations, if any, since last financial year	
14	Any other relevant information	

Yours faithfully,

Name and signature of Compliance Officer
PAN
Email id
Mobile Number
Date
Place