Date: 22/09/2026

To

National Stock Exchange of India
Exchange Plaza Plot No. C/1 Block
G, Bandra-Kurla Complex, Bandra
(East), Mumbai-400051

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai- 400001

Scrip Code: 544909
Scrip Code: Pranav

Sub: Intimation under Regulation 8(2) of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015

Dear Sir / Madam,

This is to inform you that pursuant to Regulation 8(1) of the Securities Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ('SEBI PIT Regulations"), Pranav Constructions Limited ('Company") has framed a Code of Practices and Procedures for fair disclosure of Unpublished Price Sensitive Information (UPSI). Further, in accordance with Regulation 8(2) of the SEBI PIT Regulations, the same is being submitted herewith.

The aforesaid code is available on the website of the Company at www.pranavconstructions.com.

(Path: www.pranavconstructions.com/investor-corner/corporate-governance)

We request you to kindly take this on your record.

For Pranav Constructions Limited

Ritu Jain

Pranav Constructions Limited Mumbai

Ritu Jain
Company Secretary & Compliance Officer

REDEVELOPING HOMES
REBUILDING COMMUNITIES

PRANAV CONSTRUCTIONS LIMITED

Code for Fair Disclosure of Unpublished Price Sensitive Information

Code adopted on 16th August, 2025 – Version 2.0

(Previously adopted on 28th February, 2025)

PRANAV CONSTRUCTIONS LIMITED

Code for Fair Disclosure of Unpublished Price Sensitive Information

1. Introduction

The Board of Directors of Pranav Constructions Limited (**Company**) has adopted this code of practices and procedures for fair disclosure of unpublished price sensitive information (**Code for Fair Disclosure**) in accordance with the principles laid down in the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulation, 2015, as amended from time to time.

2. Objective

2.1 This Code for Fair Disclosure is required for the Company to ensure timely and adequate disclosure of unpublished price sensitive information which would impact the price of the Company's securities and to maintain the uniformity, transparency and fairness in dealing with all stakeholders and in ensuring adherence to applicable laws and regulations. Further, the Company endeavours to preserve the confidentiality of unpublished price sensitive information and to prevent misuse of such information.

2.2 The Company intends to follow best practices, duly compliant with applicable law, in the matter of disclosure of unpublished price sensitive information.

3. Definitions and Interpretation

3.1. Definitions

(a). **Audit Committee** shall mean the Audit Committee constituted by the Board of the Company;

(b). **Board of Directors** or **Board** shall mean the Board of Directors of the Company;

(c). **Code for Fair Disclosure** shall mean this Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information of the Company, as may be amended from time to time;

(d). **Chief Investor Relations Officer** or **CIRO** shall mean the Chief Financial Officer or such senior officer of the Company appointed by the Board, shall be the Chief Investor Relations Officer for the purposes of this Code for Fair Disclosure, who shall be responsible for, and who shall deal with dissemination of information and disclosure of UPSI;

(e). **Code on PIT** shall mean the Code on Prohibition of Insider Trading adopted by the Board;

(f). **Company** shall mean Pranav Constructions Limited;

(g). **Compliance Officer** shall mean: (i) the Company Secretary and Compliance Officer of the Company; or (ii) any senior officer, designated so and reporting to the Board, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under the SEBI Insider Trading 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 the SEBI Insider Trading Regulations under the overall supervision of the Board. For the purpose of this definition, "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;

(h). **Connected Person** shall have the meaning ascribed to it in the SEBI Insider Trading Regulations;

(i). **Generally Available Information** shall mean such information that is accessible to the public on a non-discriminatory basis;

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(j). **Insider** shall mean any person who is: (a) a Connected Person; or (b) in possession of or having access to UPSI;

(k). **Legitimate Purpose(s)** shall have the meaning as ascribed to it in Paragraph 5 below;

(l). **SEBI** shall mean Securities and Exchange Board of India;

(m). **SEBI Insider Trading Regulations** shall mean the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time;

(n). **SEBI Listing Regulations** shall mean Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time; and

(o). **Unpublished Price Sensitive Information** or **UPSI** shall mean and include: (a) "unpublished price sensitive information" as defined in the SEBI Insider Trading Regulations; and (b) 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 financial results, dividends, change in capital structure, mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions, changes in key managerial personnel. It is clarified that information relating to the Company or its securities, that is not generally available would be UPSI if it is likely to materially affect the price upon coming into the public domain. The types of matters that would ordinarily give rise to UPSI have been listed above to give illustrative guidance of UPSI.

3.2. Interpretation

(a). All the words and expressions used in this Code for Fair Disclosure but not defined, shall have the same meaning as respectively assigned to them in the SEBI Insider Trading Regulations and the SEBI Listing Regulations, and / or any other act, rules and / or regulation applicable on the Company;

(b). Words that are gender neutral or gender specific include each gender;

(c). Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;

(d). Wherever the words "including", "include", "includes", or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires; and

(e). The headings and pronouns contained herein are for convenience and ease of reference only and shall not affect the construction or interpretation of this Code for Fair Disclosure.

4. Principles of Fair Disclosure

Under this Code for Fair Disclosure, the Company will ensure the following principles, in disclosing UPSI:

4.1. prompt public disclosure of UPSI that would impact price discovery no sooner than credible and concrete information comes into being in order to make such information a Generally Available Information;

4.2. uniform and universal dissemination of UPSI to avoid selective disclosure;

4.3. designation of CIRO to deal with dissemination of information and disclosure of UPSI;

4.4. prompt dissemination of UPSI that gets disclosed selectively, inadvertently or otherwise, to make such information a Generally Available Information;

4.5. appropriate and fair response to queries on news reports and requests for verification of market rumours by regulatory authorities;

4.6. ensuring that information shared with analysts and research personnel is not UPSI;

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4.7. developing best practices to make transcripts or records of proceedings of meetings with analysts and other investor relations conferences on the official website to ensure official confirmation and documentation of disclosures made;

4.8. handling of all UPSI on a need-to-know basis; and

4.9. no Insider communicates, provides or allows access to any UPSI relating to the Company to any person including other Insiders except where such communication is in furtherance of Legitimate Purposes, performance of duties or discharge of legal obligations.

5. Determination of Legitimate Purpose(s)

5.1. The "legitimate purpose" shall be determined on case-to-case basis by the Insider on a request of any person, within or outside the Company, for sharing UPSI, on the basis of below mentioned principles:

(a). **Nature and extent of UPSI:** What is the nature and extent of the UPSI which is being sought.

(b). **Purpose:** For what purpose is the data being sought (including, for instance, towards any genuine corporate purpose or to discharge a fiduciary duty or in the interest of a body of public shareholders or stakeholders in the Company or transactions in the public interest or transactions undertaken without an intent to make profit or to gain unlawfully or without a view to misuse information for personal benefit or illegal profit, or the like).

(c). **Necessity:** Is the data requested of utmost necessity for the purpose it is being sought.

(d). **Interest:** Is it in the best interests of the Company and its shareholders, to protect the interest of the Company and its shareholders or is it in public interest and without any intention to make profits / gains or avoid losses unlawfully.

(e). **External Circumstances:** The purpose to be evaluated in context of: (i) the circumstances which are effecting the Company at that time; and (ii) any information that is generally available about the Company, at that time.

5.2. Until the UPSI becomes Generally Available Information, UPSI may be shared with any person within or outside the Company only on a need-to-know basis and for Legitimate Purpose, and not to evade or circumvent the prohibitions of the SEBI Insider Trading Regulations. An indicative list of purpose which may be considered as "Legitimate Purpose" is provided herein below:

(a). sharing of UPSI in the ordinary course of business with existing or proposed partners, collaborators, lenders, fiduciaries, intermediaries, bankers, accountants, distributors, customers, suppliers, merchant bankers, legal advisors, insolvency professionals, auditors, management consultants or other advisors or consultants engaged or appointed by the Company;

(b). sharing of UPSI in furtherance of performance of duties (including any corporate or fiduciary duties) and obligations of a person in their capacity as an employee or director of the Company as per the terms of his employment or appointment and / or the applicable laws;

(c). for the purpose of legal, financial or any other professional advice to be obtained or for accounting or audit or for defense to be prepared for court cases;

(d). sharing of UPSI relating to the Company with the promoters of the Company, subject to there being a legitimate purpose as determined by CIRO and there having been no unfair advantage gained in this respect or misuse of information by the communicator or the recipients, and the same not being in conflict with the interests of promoters or the Company;

(e). sharing of UPSI for obtaining various credit facilities or loans, giving guarantees, or providing security from / to banks, financial institutions, or other lenders;

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(f). sharing of UPSI pursuant to any contractual obligations entered by the Company set forth in any contract, agreement, arrangement, settlement or undertaking;

(g). sharing information with statutory auditors, secretarial auditors, internal auditors or cost auditors while obtaining any certificate required for placing any transaction for approval before the Board;

(h). sharing financial information for preparation of consolidated financial statements of the Company or any other company, if any (if so required) in accordance with applicable law;

(i). sharing of UPSI arising out of business requirement including requirement for the purposes of promoting business of the Company, strategies of business, statutory consolidation requirements or related customary disclosure obligations which may require sharing of UPSI with any outsider or promoters of the Company, who in turn may share it with its promoter(s) as well as with their advisors, consultants, intermediaries and fiduciaries;

(j). sharing of UPSI with persons who have expressly agreed in writing to keep the information confidential, such as potential customers, other developers, joint venture partners and vendors, and not to transact in the Company's securities on the basis of such information;

(k). sharing of UPSI in case mandatory for performance of duties or discharge of legal obligations;

(l). sharing of UPSI for the purposes of obtaining regulatory licenses and approvals;

(m). sharing of UPSI for statutory or government requirements; and

(n). sharing of UPSI for a genuine, reasonable or a bona fide business determined by CIRO in conjunction with the Managing Director of the Company.

5.3. Any person in receipt of UPSI pursuant to a "Legitimate Purpose" shall be considered an "Insider" for purposes of the SEBI Insider Trading Regulations, the Code on Prohibition of Insider Trading and this Code for Fair Disclosure, and a due notice shall be given to such persons to maintain confidentiality of such UPSI in the format prescribed in **Annexure I**. However, non-receipt of such notice while in receipt of any UPSI shared for Legitimate Purpose would not absolve any person from complying with this Code for Fair Disclosure, the Code on Prohibition of Insider Trading, and any person dealing with UPSI shall be under an obligation to preserve the same in accordance with the relevant regulation(s) of SEBI Insider Trading Regulations.

5.4. An Insider sharing UPSI with any person within or outside the Company, may in exceptional circumstances require execution of non-disclosure agreement (**NDA**) with such person with whom UPSI is being shared as a Legitimate Purpose before sharing of such information. In case of a legal person or an entity, NDA is required to be executed only with such legal person / entity which should explicitly mention that such legal person / entity shall be responsible to keep the information confidential till the time such information becomes Generally Available Information by the Company or by any judicial, quasi-judicial or regulatory authority. The NDA should also state that the legal person / entity shall be liable to indemnify the Company for any loss suffered due to leakage of information shared by its employees, consultants, affiliates, associates or any other person associated with the legal person / entity in any manner whatsoever and shall also be liable for punitive damages.

5.5. Any Insider before sharing the UPSI with any person within or outside the Company in accordance with this Code for Fair Disclosure, shall intimate the details of such person and details of UPSI in the format prescribed in **Annexure II**, to the Compliance Officer. Post intimation to the Compliance Officer, the concerned Insider may share the requisite UPSI with such person.

5.6. If an Insider receives a query about any UPSI related to the Company, he shall not comment on the same and shall forward such query to the Chief Investor Relations Officer. The Chief Investor Relations Officer shall deal with such query in accordance with applicable law and this Code for Fair Disclosure.

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6. Functions of the Chief Investor Relations Officer

The functions of Chief Investor Relations Officer, *inter alia*, includes:

6.1. dealing with universal dissemination and disclosure of UPSI;

6.2. determination of questions as to whether any particular information amounts to UPSI;

6.3. determination of appropriate and fair response of the Company to any news reports and request for verification of market rumour in accordance with this Code for Fair Disclosure;

6.4. dealing with any query received by any Insider about any UPSI;

6.5. providing advice to any Insider as to whether any particular information may be treated as UPSI;

6.6. ensuring that information shared with analysts and research personnel is not UPSI; and

6.7. handling of UPSI on a need-to-know basis only.

7. Structured Digital Database

7.1. The Compliance Officer in consultation with the CIRO shall maintain a structured digital database (**Database**) which shall keep a record of the details of the recipients of UPSI including their permanent account number (PAN), or any other identifier authorized by law in case where PAN is not applicable, as per the format provided in **Annexure II**, including the following:

(a). Whether the concerned UPSI is required to be shared?

(b). Why is the information required by the recipient?

(c). Who had shared the UPSI and whether he was authorised to do so?

(d). Whether the Compliance Officer was intimated before such sharing of UPSI?

(e). Whether non-disclosure agreements were signed?

(f). Whether notice to maintain confidentiality of the shared UPSI has been given?

7.2. The Database shall not be outsourced and shall be maintained internally with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the Database.

7.3. UPSI, not emanating from within the Company, shall be recorded / entered in the Database not later than two (2) calendar days from the receipt of such information.

7.4. The Database shall be preserved for a period of not less than eight (8) years after completion of the relevant transaction and in the event of receipt of any information from SEBI regarding any investigation or enforcement proceedings, the relevant information shall be preserved till the completion of such proceedings.

8. Deviations to the process

The Insider sharing UPSI with any person shall be responsible to ensure compliance with this Code of Fair Disclosure, the Code on Prohibition of Insider Trading and the provisions of the SEBI Insider Trading Regulations. In case any deviations are observed, those shall be reported to the Audit Committee of the Company.

9. Exceptions

Any exceptions to this Code for Fair Disclosure must be approved by the Board.

10. Review and Amendment

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9.1. The Board has the right to amend or modify this Code, in whole or in part, at any time, without assigning any reason whatsoever, subject, however, to the condition that such alterations shall be in consonance with the provisions of the applicable laws.

9.2. In any circumstance where the terms of this Code differ from any applicable law governing the Company, such applicable law will take precedence over this Code and procedures until such time as this Code is modified in conformity with the provisions of the SEBI Insider Trading Regulations, the SEBI Listing Regulations and any other applicable law.

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Annexure I

Format of Notice to be served to persons with whom UPSI is shared as a Legitimate Purpose

TO WHOMSOEVER IT MAY CONCERN

The recipient of the information enclosed herewith understands and acknowledges the following:

1. that the information is in the nature of unpublished price sensitive information (**UPSI**) of Pranav Constructions Limited (**Company**);

2. that the information is highly sensitive and confidential in nature;

3. that the information is being shared with the recipient in furtherance of a legitimate purpose for which such recipient has been engaged with, or appointed by, the Company;

4. that the Company shall retain exclusive ownership of the UPSI, and the recipient shall not have any right or interest whatsoever in any of the UPSI of the Company;

5. that if either party informs the other party in writing that it will not proceed with the engagement or the appointment, the recipient promptly shall: (a) return all tangible UPSI of the Company specifically requested by the Company; and (b) destroy all other tangible UPSI of the Company and confirm in writing that the recipient has completed such destruction in accordance with this notice;

6. that upon receipt of UPSI, the recipient would be deemed to be an Insider and would be required to comply with all applicable provisions of the Code for Fair Disclosure of Unpublished Price Sensitive Information of the Company and the Code on Prohibition of Insider Trading of the Company (including in respect of trades executed by his / her immediate relative(s));

7. that the recipient may use the UPSI only for the approved purposes for which it was disclosed; and

8. that the Company makes no representation, undertaking, warranty or guaranty whatsoever with respect to any of the UPSI, including, without limitation, the accuracy, completeness or financial feasibility of any such UPSI, and the Company shall have no liability for the recipient's use of or reliance on any such UPSI of the Company, except as expressly set forth in any definitive transaction documents (if any) entered into between the parties.

The recipient agrees and undertakes to keep the information confidential at all times until and unless it has been made generally available by the Company or by any judicial, quasi-judicial or regulatory authority or any Department of the Government of India or the Government of any State or Union Territory of India. Please note that speculative news or mention of the information in question in media, whether print or digital, does not construe the information to be generally available.

The recipient agrees and undertakes to indemnify and keep indemnified the Company, its directors, promoters, promoter group, officers, employees or affiliates, from and against all costs, expenses, actions, losses, damages, claims and liabilities relating to, resulting from or in any way arising out of any breach of any term of this notice including leakage or disclosure of the UPSI in question to any third party by the recipient or its directors, promoter, promoter group, officers, employees, affiliates, persons in control of it, persons who control it, agent or advisors, except where the party in question is a judicial, quasi-judicial or regulatory authority. The recipient agrees that the indemnification obligations shall be in addition to any and all rights and remedies available to the Company under any applicable law or under equity, and that the recipient shall also be liable to be sued for punitive damages and such other remedies which may be available under applicable laws or under equity.

This notice shall survive for a period of two (2) years after the date of this notice. This notice shall be governed by and construed in accordance with the laws of India. Any litigation or other court proceedings with respect to any

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matter arising from or in connection with this notice shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

Regards,

For **Pranav Constructions Limited**

Sd/-

Compliance Officer

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Annexure II

Format for intimating the Compliance Officer *re* sharing of UPSI / Contents of the Database of recipients of UPSI

Sr. No.	Name and category of the recipient[1.]	PAN	Address	Name of immediate relative of the recipient or of affiliates[2.], in case the recipient is an entity or company, along with their respective PAN	Details of UPSI along with reason of sharing thereof	Name and category of the person who shared such UPSI along with PAN of such person	Whether NDA has been signed and notice of confidentiality has been given?	Date and Time of sharing the UPSI	Date of entry	Person making the entry	Remarks, if any

1. *Category of the recipient shall include: (a) Designated Person (DPs) (as defined in the Securities and Exchange Board of India (Prohibition of Insider Tradin Regulations, 2015); (b) employee of the Company who is not a DP; or (c) persons who are neither employees nor DPs but may come into contact with th DPs and other Insiders of the Company.*
2. *Affiliates shall mean the promoter and promoter group, associates and JVs of the entity/ company.*

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