

# ANANT RAJ GLOBAL LIMITED

## CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY DESIGNATED PERSONS

[Under Regulation 9 of the SEBI (Prohibition of Insider Trading) Regulations, 2015]



### I PREFACE

The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (**‘Regulations’**) requires the Company to frame Code of Conduct for Regulating, Monitoring & Reporting Trading by Designated Persons. In line with the Regulations, this Code of Conduct for Regulating, Monitoring & Reporting Trading by Designated Persons (hereinafter referred to as the **‘Code’**) was adopted by the Board of Directors of the Company at its meeting held on December 28, 2020, with the objective of preventing misuse of unpublished price sensitive information and ensure that insiders do not misuse their position.

### II DEFINITIONS

For the purpose of this Code:

- A) **“Act”** means the Securities and Exchange Board of India Act, 1992.
- B) **“Board” or “Board of Directors”** means the Board of Directors of the Company.
- C) **“Code” or “Code of Conduct”** means Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons.
- D) **“Company”** means Anant Raj Global Limited.
- E) **“Compliance Officer”** means the Company Secretary or any senior officer appointed by the Board of Directors of the Company for the purpose of this Code and the Regulations, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under the 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compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of Unpublished Price Sensitive Information, monitoring of trades and implementation of this Code under the Regulations under the overall supervision of the Board of Directors of the Company.

Explanation – “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.

**G) "Connected Person" means,-**

- (i) any person who is or has during the six months prior to the concerned act been associated with the company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the company or holds any position including a professional or business relationship between himself and the company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.
- (ii) Without prejudice to the generality of the foregoing, the persons falling within the following categories shall be deemed to be connected persons unless the contrary is established:
  - (a) an immediate relative of connected persons specified in clause (i); or
  - (b) a holding company or associate company or subsidiary company; or
  - (c) an intermediary as specified in section 12 of the Act or an employee or director thereof; or
  - (d) an investment company, trustee company, asset management company or an employee or director thereof; or
  - (e) an official of a stock exchange or of clearing house or corporation; or
  - (f) a member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or
  - (g) a member of the board of directors or an employee, of a public financial institution as defined in section 2 (72) of the Companies Act, 2013; or
  - (h) an official or an employee of a self-regulatory organization recognised or authorized by the SEBI; 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 a company or his immediate relative or banker of the company, has more than ten per cent of the holding or interest;

**H) "Designated Persons" means:**

- (i) Promoters;
- (ii) Directors;
- (iii) Key Managerial Personnel;
- (iv) All the Employees at or above the level of Vice President;
- (v) All the Employees at or above the level of Assistant Manager in Finance, Accounts and Taxation Departments;
- (vi) All the Employees in Secretarial or IT Department;
- (vii) Directors and Key Managerial Personnel of material subsidiary companies, if any;
- (viii) Employees of material subsidiaries companies, if any, designated on the basis of their functional role or access to Unpublished Price Sensitive Information in the organisation by their board of directors; and
- (ix) Any other Employee, whom the Managing Director in consultation with the Compliance Officer may specify as Designated Person.

**I) "Director" means a Director appointed to the Board of Directors of the Company and its material subsidiaries.**

- J)** “**Employee**” means every employee of the Company and its material subsidiaries including the Directors in the employment of the Company and its material subsidiaries.
- K)** “**Generally Available Information**” means information that is accessible to the public on a non-discriminatory basis.
- L)** “**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.
- M)** “**Insider**” means any person who is:
- (i) a Connected Person; or
  - (ii) in possession of or having access to Unpublished Price Sensitive Information.
- N)** “**Key Managerial Personnel**” shall have the meaning assigned to it under the Companies Act, 2013.
- O)** “**Legitimate Purpose**” Legitimate Purpose shall include sharing of unpublished price sensitive information in the ordinary course of business by an insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the Regulations.
- P)** “**Material Financial Relationship**” shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift during the immediately preceding twelve months, equivalent to at least 25% of such payer’s annual income but shall exclude relationships in which the payment is based on arm’s length transactions.
- Q)** “**Need to know basis**” means that Unpublished Price Sensitive Information should be disclosed only to those within and outside the Company who need the information for legitimate purposes 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.
- R)** “**Officer**” shall have the meaning assigned to it under the Companies Act, 2013.
- S)** “**Promoter**” shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modifications thereof.
- T)** “**Promoter Group**” shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modifications thereof.
- U)** “**SEBI**” means Securities and Exchange Board of India.
- V)** “**Securities**” shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 or any modifications thereof except units of a mutual fund.
- W)** “**Stock Exchanges**” means BSE Limited and National Stock Exchange of India Limited, on which the Company’s securities are listed.

- X)** “**Takeover Regulations**” means the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto.
- Y)** “**Trading**” means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities and “trade” shall be construed accordingly;
- Z)** “**Trading Day**” means a day on which the recognized stock exchanges are open for trading.
- AA)** “**Trading Window**” means the period during which the Company's securities can be traded by Designated Persons and their Immediate Relatives. Unless closed by the Company, Trading Window shall remain open for trading.
- AB)** “**Unpublished Price Sensitive Information**” or “**UPSI**” 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 including but not restricted to, information relating to the following:
- (i) financial results;
  - (ii) dividends;
  - (iii) change in capital structure;
  - (iv) mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions;
  - (v) changes in Key Managerial Personnel
- AC)** “**Whistle Blower**” means a Director or an Employee of the Company who reports instance of leak or suspected leak of Unpublished Price Sensitive Information.

Words and expressions used and not defined in this Code but defined in the Act, the Regulations, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 or the Companies Act, 2013 and rules and regulations made thereunder shall have the meanings respectively assigned to them in those legislations, as amended from time to time.

### **III RESTRICTION ON COMMUNICATION AND TRADING**

- 1) No Insider shall communicate, provide, or allow access to any UPSI, relating to the Company or securities listed or proposed to be listed by 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.
- 2) No person shall procure from or cause the communication by any Insider of UPSI, relating to the Company or securities listed or proposed to be listed by the Company, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.
- 3) Any person in receipt of UPSI pursuant to a legitimate purpose shall be considered an Insider for purposes of the Regulations and due notice shall be given to such persons to maintain confidentiality of such UPSI in compliance with the Regulations.

- 4) Notwithstanding anything contained in this Clause, an UPSI may be communicated, provided, allowed access to or procured, in connection with a transaction that would:
- (i) entail an obligation to make an open offer under Takeover Regulations 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;
  - (ii) not attract the obligation to make an open offer under 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 UPSI is disseminated to be made generally available at least two trading days prior to the proposed transaction being effected in such form as the Board of Directors may determine to be adequate and fair to cover all relevant and material facts.

However, for the purposes of Clause III(4) the Board of Directors of the Company shall require the parties to execute agreements to contract confidentiality and non-disclosure obligations on the part of such parties and such parties shall keep information so received confidential, except for the purpose of Clause III(4), and shall not otherwise trade in securities of the Company when in possession of UPSI.

- 5) The Company shall maintain a structured digital database containing the nature of Unpublished Price Sensitive Information and the names of such persons who have shared the information and also the names of such persons with whom information is shared along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available. Such database shall be maintained internally with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database. Structured digital database is preserved for a period of not less than eight 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 structured digital database shall be preserved till the completion of such proceedings provided that a shorter or longer period may be followed subject to the Regulations and applicable law.

#### **IV PRESERVATION OF UPSI AND PROTECTION AGAINST MISUSE**

- 1) All UPSI shall be handled within the Company on a Need-to-Know Basis and no UPSI shall be communicated to any person except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.
- 2) Files containing confidential information are to be kept secured and shall be kept for a period as prescribed from time to time by Securities and Exchange Board of India.
- 3) To prevent the misuse of UPSI, the Company has adopted following norms for Chinese Wall procedures, which separates those areas and departments of the Company which have access to UPSI, considered as 'Inside Areas' from other areas, considered as 'Public Areas':
  - (i) The employees in Inside Areas are not allowed to communicate any UPSI to anyone in Public Areas.
  - (ii) In exceptional circumstances, with the approval of Managing Director / Chief Financial Officer, Employee(s) from Public Areas may be allowed to cross the wall and given UPSI by following the 'Need-to-Know Basis' principle. Further, UPSI shared with such Employee shall be limited to the specific transaction or purpose for which such Employee's assistance is required.

- (iii) If, in furtherance of legitimate purposes, performance of duties or discharge of legal obligations, any UPSI is shared with Advisors, Auditors, Consultants, Merchant Bankers, etc., then they need to execute Non-Disclosure / Confidentiality Agreement with the Company. Further, UPSI shared with such person shall be limited to the specific transaction or purpose for which such person's assistance is required.
- (iv) Any Employee / person who has been brought inside on any sensitive transaction(s) or crossed the wall and in receipt of UPSI shall be considered as 'Insider' for purposes of this Code and due notice will be given to such Employee / person to maintain confidentiality of such UPSI in compliance with the Regulations and not to trade in securities of the Company until such UPSI becomes generally available information.

## **V PROHIBITION ON TRADING WHEN IN POSSESSION OF UPSI**

No insider shall trade in securities of the company that are listed or proposed to be listed on stock exchange when he is in possession of Unpublished Price Sensitive Information:

Explanation-When a person who has traded in securities has been in possession of unpublished price sensitive information, his trades would be presumed to have been motivated by the knowledge and awareness of such information in his possession.

Provided that the insider may prove his innocence by demonstrating the circumstances including the following:

- 1) When the transaction is an off-market *inter-se* transfer between insiders who were in possession of the same Unpublished Price Sensitive Information without being in breach of regulation 3 and both parties had made a conscious and informed trade decision.

Provided that such unpublished price sensitive information was not obtained under sub regulation (3) of regulation 3 of the Regulations.

Provided further that such off-market trades shall be reported by the insiders to the company within two working days. The Company shall notify the particulars of such trades to the stock exchange on which the securities are listed within two trading days from receipt of the disclosure or from becoming aware of such information.

- 2) the transaction was carried out through the block deal window mechanism between persons who were in possession of the Unpublished Price Sensitive Information without being in breach of regulation 3 of the Regulations and both parties had made a conscious and informed trade decision;

Provided that such Unpublished Price Sensitive Information was not obtained by either person under sub regulation (3) of regulation 3 of the Regulations.

- 3) the transaction in question was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction.
- 4) the transaction in question was undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable

regulations.

5) In case of non- individual insiders:

- (i) the individuals who were in possession of such unpublished price sensitive information were different from the individuals taking trading decisions and such decision-making individuals were not in possession of such unpublished price sensitive information when they took the decision to trade; and
- (ii) appropriate and adequate arrangements were in place to ensure that the Regulations are not violated and no unpublished price sensitive information 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;
- (iii) the trades were made pursuant to a trading plan informed and suggested by the concerned insider.

In the case of connected persons the onus of establishing, that they were not in possession of unpublished price sensitive information, shall be on such connected persons and in other cases, the onus would be on the Board.

## **VI TRADING PLAN**

- 1) An Insider shall be entitled to formulate a trading plan and present it to the Compliance Officer for approval and public disclosure pursuant to which trades may be carried out on his behalf in accordance with such plan.
- 2) Such trading plan shall:
  - (i) not entail commencement of Trading on behalf of the Insider earlier than six months from the public disclosure of the plan;
  - (ii) not entail Trading for the period between the twentieth trading day prior to the last day of any financial period for which results are required to be announced and the second Trading Day after the disclosure of such financial results;
  - (iii) entail Trading for a period of not less than twelve months;
  - (iv) not entail overlap of any period for which another trading plan is already in existence;
  - (v) 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
  - (vi) not entail Trading in securities for market abuse.
- 3) The Compliance Officer shall review the trading plan to assess whether the plan would have any potential for violation of the Regulations and shall be entitled to seek such undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan.

Provided that pre-clearance of trades shall not be required for a trade executed as per an approved trading plan.

Provided further that trading window norms and restrictions on contra trade shall not be applicable for trades carried out in accordance with an approved trading plan.

- 4) The trading plan once approved shall be irrevocable and the Insider shall mandatorily have to implement the plan, without being entitled to either deviate from it or to execute any trade in the securities outside the scope of the trading plan:

Provided that the implementation of the trading plan shall not be commenced if any UPSI in possession of the Insider at the time of formulation of the plan has not become generally available at the time of the commencement of implementation and in such event the Compliance Officer shall confirm that the commencement ought to be deferred until such UPSI becomes generally available information.

- 5) Upon approval of the trading plan, the Compliance Officer shall notify the plan to the Stock Exchanges.

## **VII TRADING WINDOW**

- 1) Designated Persons and their Immediate Relatives may execute trades subject to compliance with this Code, the Regulations and when Trading Window is open. Trading Window shall be closed when the Compliance Officer in consultation with Managing Director / Chief Financial Officer determines that a Designated Person or class of Designated Persons can reasonably be expected to have possession of UPSI. Designated Persons and their Immediate Relatives shall not trade in securities of the Company when Trading Window is closed.
- 2) The time for commencement of closing of Trading Window shall be decided by the Compliance Officer in consultation with Managing Director / Chief Financial Officer.
- 3) Intimation of closure of Trading Window to the Stock Exchanges by the Company, shall be deemed as intimation to the Designated Persons and their Immediate Relatives as well as Insiders for adherence and compliance with this Code and the Regulations.
- 4) The timing for re-opening of Trading Window shall be determined by the Compliance Officer in consultation with Managing Director / Chief Financial Officer after taking into account various factors including UPSI in question becoming generally available and being capable of assimilation by the market, which in any event shall not be earlier than forty-eight (48) hours after the information becomes generally available.
- 5) In case of declaration of financial results, Trading Window will be closed from the end of every quarter till forty-eight (48) hours after the declaration of financial results.
- 6) In case of Employee Stock Option Plans (ESOPs), exercise of options granted will be allowed during the period when Trading Window is closed. However, sale of shares allotted on exercise of ESOPs shall not be allowed during Trading Window closure period.



## **VIII PRE-CLEARANCE OF TRADES**

- 1) All Designated Persons and their Immediate Relatives, who intend to trade in the securities of the Company, when Trading Window is open, in excess of Rs.10 lakhs (traded value), whether in one transaction or a series of transactions over any calendar quarter, shall require pre-clearance from the Compliance Officer.

If the Compliance Officer intends to trade in the securities of the Company beyond the aforesaid limit, pre-clearance from Managing Director shall be required.

- 2) No Designated Person shall apply for pre-clearance of any proposed trade if such Designated Person is in possession of UPSI even if Trading Window is not closed.
- 3) An Application-cum-Undertaking for pre-clearance of trade, if required, shall be made to the Compliance Officer.
- 4) The approval for pre-clearance of trade, if any, will be given by the Compliance Officer.
- 5) Designated Persons and their Immediate Relatives shall execute trades within seven (7) trading days after the approval for pre-clearance of trades is given, failing which fresh pre-clearance would be needed for the trades to be executed.
- 6) Designated Persons shall file within two (2) trading days from the date of execution of trade, a report on such trade with the Compliance Officer. In case the trade is not undertaken after securing of pre-clearance, a Nil report shall be filed with the Compliance Officer.
- 7) Designated Persons and their Immediate Relatives shall not execute a contra trade within six (6) months following the prior trade. However, the Compliance Officer may waive off the holding period in case of sale of securities in personal emergency after recording reasons in writing for the same, provided that such relaxation does not violate the Regulations. However, no such sale shall be permitted when Trading Window is closed.

In case a contra trade is executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to the SEBI for credit to the Investor Education and Protection Fund administered by the SEBI under the Act.

Provided that this shall not be applicable for trades pursuant to exercise of stock options.

## **IX REPORTING REQUIREMENTS**

### **DISCLOSURES**

Insiders shall make the following disclosures of shares and other securities held in the Company by them and their immediate relative or by such person for whom insider takes trading decisions, to the Compliance Officer.

### **INITIAL DISCLOSURES**

- 1) Every Promoter, member of the Promoter Group, Key Managerial Person and Director of the Company shall disclose his or her holding of securities of the Company as on the date of the

Regulations taking effect, to the Company within thirty (30) days of the Regulations taking effect in the prescribed form A as set out in **Annexure 1**.

- 2) Every person on appointment as a Key Managerial Personnel or a Director of the Company or upon becoming a Promoter or member of the Promoter Group shall disclose his or her holding of securities of the Company as on the date of appointment or becoming a Promoter or member of Promoter Group, to the Company within seven (7) days of such appointment or becoming a Promoter or member of Promoter Group in the prescribed form B as set out in **Annexure 2**.

## **CONTINUAL DISCLOSURES**

- 1) Every Promoter, member of the Promoter Group, Designated Person 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 transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of Rs.10 lakhs or such other value as may be specified in the prescribed form C as set out in **Annexure 3**.
- 2) The Company shall notify the particulars of such trading to the Stock Exchanges within two (2) trading days of receipt of the disclosure or from becoming aware of such information.
- 3) The disclosure of the incremental transactions after any disclosure under para (2) above shall be made when the transactions effected after the prior disclosure cross the threshold specified in para (1).

## **OTHER**

- 1) Every Designated Person shall within seven (7) days from the date of applicability of this Code / date of appointment shall disclose to the Company, the particulars of self, Immediate Relatives and persons with whom such Designated Person shares a Material Financial Relationship, if any.
- 2) Designated Persons shall submit an annual disclosure form giving details of holdings / trading in securities of the Company, Immediate Relatives and persons with whom such Designated Person shares a Material Financial Relationship, if any, within thirty (30) days of the close of financial year.
- 3) Designated Persons shall also promptly submit details of changes in Immediate Relatives and persons with whom such Designated Person shares a Material Financial Relationship, if any.

## **X GENERAL PROVISIONS**

- 1) The disclosures to be made by any Designated Person under this Code shall include those relating to trading by such Designated Person's Immediate Relatives, and by any other person for whom such person takes trading decisions.
- 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 the purposes of this Code:

Provided that trading in derivatives of securities is permitted by any law for the time being in force.

- 3) The disclosures / reports / applications received under this Code shall be maintained by the Company for a minimum period of five years, or such other period as may be prescribed under the Regulations.

## **XI ROLE OF COMPLIANCE OFFICER**

- 1) The Compliance Officer shall be responsible for administration of the Code and other requirements under the Regulations under the overall supervision of the Board of Directors of the Company.
- 2) Compliance Officer shall report to the Board of Directors of the Company and in particular, shall provide report to the Chairman of Audit Committee or to the Chairman of the Board of Directors, annually, after closure of every financial year.
- 3) The Compliance Officer shall assist in addressing any clarifications regarding the Regulations and the Code.

## **XII INTERNAL CONTROL SYSTEM**

The Managing Director or Chief Executive Officer of the Company shall put in place adequate and effective system of internal controls to ensure compliance with the requirements given in the Regulations to prevent insider trading. The internal controls shall include the following:

- 1) all Employees who have access to UPSI are identified as designated person;
- 2) all UPSI shall be identified and its confidentiality shall be maintained;
- 3) adequate restrictions shall be placed on communication or procurement of UPSI;
- 4) lists of all Employees and other persons with whom UPSI is shared shall be maintained and confidentiality agreements shall be signed or notice shall be served to all such Employees and persons;
- 5) all other relevant requirements specified under Regulations shall be complied with;
- 6) periodic process review to evaluate effectiveness of such internal controls.

The Audit Committee shall review compliance with the provisions of the Regulations at least once in a financial year and verify that the systems for internal control are adequate and operating effectively.

## **XIII LEAK OF UPSI**

### **REPORTING OF LEAK OR SUSPECTED LEAK OF UPSI**

Whistle Blower (as defined under the Whistle Blower Policy of the Company) shall report the instance of actual or suspected leak of UPSI by way of Protected Disclosure (as defined under the Whistle Blower Policy of the Company) to the Chief Financial Officer and in exceptional cases to the Chairman of the Audit Committee in the manner prescribed under Whistle Blower Policy of the Company.

## **INQUIRY IN CASE OF LEAK OR SUSPECTED LEAK OF UPSI**

Upon becoming aware of actual or suspected leak of UPSI through Protected Disclosure from the Whistle Blower or any communication received from regulatory / statutory authorities or suo motu, the Chief Financial Officer and in exceptional cases the Chairman of the Audit Committee shall evaluate and assess if the matter requires any inquiry. In case of genuine concerns, inquiry / investigation shall be undertaken in the manner prescribed under Whistle Blower Policy of the Company.

## **INFORMATION TO SEBI**

If after conclusion of preliminary inquiry, the complaint is found to have merit, the Company shall inform SEBI promptly of such leaks, inquiries and results of such inquiries.

## **XIV PENALTY FOR CONTRAVENTION OF CODE OF CONDUCT**

- 1) All Designated Persons shall be individually responsible for complying with the applicable provisions of the Code (including to the extent the provisions hereof are applicable to their Immediate Relatives).
- 2) Any Designated Person, who trades in securities or communicates any information for trading in securities in contravention of this Code, shall be subject to disciplinary action by the Company and liable to be penalised after providing reasonable show cause opportunity. The disciplinary action, which may be taken by the Board of Directors of the Company may include wage freeze, suspension, recovery etc. subject to applicable law.
- 3) The consequences under the Regulations shall also apply in case of violations.
- 4) Any violation of this Code and the Regulations by any Designated Person shall be promptly intimated to the Stock Exchanges.

## **XV SCOPE LIMITATION**

In case any provision(s) of this Policy is contrary to or inconsistent with the provision(s) of the Regulations or other applicable laws, the provision(s) of the Regulations or other applicable laws shall prevail.

## **XVI AMENDMENT / UPDATION**

The Board of the Company may amend and/or modify this code in whole or in part, at any time, subject to the same being in compliance with the applicable laws.

**Note: In case Designated Person leaves the Company due to resignation or retirement or termination, this Code shall still remain applicable on him / her for further six months from the date of resignation etc.**

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**FORM A**

**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: Anant Raj Global Limited  
 ISIN of the Company:

**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 Shareholdin g
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5

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

**Details of Open Interest (OI) in derivatives of the company held by 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
6	7	8	9	10	11

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

Name & Signature:  
 Designation:  
 Date:  
 Place:

**FORM B**

**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: Anant Raj Global Limited

ISIN of the Company:

**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 Promoter / appointment of Director / KMP		% of Shareholding
			Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5	6

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

**Details of Open Interest (OI) in derivatives of the company held on appointment of 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:

Place:

## FORM C

**SEBI (Prohibition of Insider Trading) Regulations, 2015**  
**[Regulation 7(2) read with Regulation 6(2) – Continual disclosure]**

Name of the Company: Anant Raj Global Limited

ISIN of the Company:

**Details of change in holding of Securities of Promoter, Employee or Director 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)	Securities held prior to acquisition / disposal		Securities acquired / Disposed				Securities held post acquisition / disposal		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 / Inter-se transfer, ESOPs etc.)
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy / Sale / Pledge / Revoke / Invoke)	Type of security (For eg. – Shares, Warrant, Convertible Debentures etc.)	No. and % of shareholding	From	To		
1	2	3	4	5	6	7	8	9	10	11	12	13	14

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



**Details of trading in derivatives of the company by Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).**

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

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

Name & Signature:

Designation:

Date:

Place: