

APRAAVA RENEWABLE ENERGY PRIVATE LIMITED

CODE OF CONDUCT FOR PROHIBITION OF INSIDER TRADING

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1. INTRODUCTION

The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (hereinafter referred to as the **“Regulations”**), as amended from time to time, require every listed company, *inter alia*, to formulate a code of conduct to regulate, monitor and report trading by its designated persons and immediate relatives of the designated persons towards achieving compliance with the Regulations and enforce a code of internal conduct and procedures based by adopting the minimum standards provided therein.

In compliance with the aforesaid requirements, Apraava Renewable Energy Private Limited (the **“Company”**) has formulated this ‘Code of Conduct for Prohibition of Insider Trading’ (hereinafter referred to as the **“Code”**).

The Code will be effective from the date of receipt of the final listing and trading approval from BSE Limited.

2. OBJECTIVE

The Company endeavors to preserve confidentiality and prevent the misuse of un-published price sensitive information and is committed to transparency and fairness in dealing with all stakeholders and in ensuring adherence to all applicable laws and regulations. Every Director, Officer, Designated Person and Connected Person of the Company has a duty to safeguard confidentiality of all such information which he / she obtains in the course of performance of official duties. Directors, Officers, Designated Employees and Connected Persons of the Company should not use their position to gain personal benefit. To achieve these objectives, the Company hereby notifies this **Code of Conduct for Prohibition of Insider Trading**.

3. DEFINITIONS

- a) **“Act”** means the Securities and Exchange Board of India Act, 1992 (15 of 1992).
- b) **“Board”** or **“SEBI”** means the Securities and Exchange Board of India.
- c) **“Board of Directors”** means the Board of Directors of Apraava Renewable Energy Private Limited or wherever the context permits, any duly constituted Committee thereof.
- d) **“Calendar Quarter”** means a period of 3 consecutive calendar months, ending with the last day of March, June, September or December.
- e) **“Code”** means this Code of Conduct for Prohibition of Insider Trading.
- f) **“Company”** means Apraava Renewable Energy Private Limited.

- g) **“Compliance Officer”** means any Senior Officer of the Company designated as such and directed to be so by the Board of Directors of the Company and who is financially literate, i.e., has the ability to read and understand basic financial statements viz., the Balance Sheet, the Profit & Loss Account and the Statement of Cash Flows and is capable of appreciating requirements for legal and regulatory compliance. The Compliance Officer shall also 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 Regulations under the overall supervision of the Board of Directors of the Company.
- h) **“Connected Person”** and **“Deemed to be Connected”** means the persons so defined in the Regulations 2(d) and 2(f) of the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended and to the extent applicable to the Company and shall include such other persons, if any, identified by the Board of Directors, from time to time, if the context so requires.
- i) **“Designated Persons”** shall mean such persons, including Connected Persons, as may be identified by the Board of Directors of the Company, for coverage under the Code, on the basis of their seniority, professional designation or the role and function (and the access that such role / function could have to UPSI) and shall specifically include:
- (i) the Key Managerial Personnel of the Company;
 - (ii) the Employees of the Company in the grade of Deputy General Manager and above;
 - (iii) Such other persons as may be identified from time to time, including support staff (such as Information Technology, Legal, Finance, Accounts, Secretarial, Corporate Communications, Corporate Social Responsibility etc.), who may have access to UPSI.
- j) **“Generally available information”** means information that is accessible to the public on a non-discriminatory basis.
- k) **“Immediate relative”** means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person or consults such person in taking decisions relating to trading in securities.
- l) **“Insider”** means any person who is a connected person or in possession of or having access to UPSI.

NOTE:

Since "generally available information" is defined, it is intended that anyone in possession of or having access to unpublished price sensitive information should be considered

as an "insider" regardless of the manner in which one came into possession of or had access to such information. Various circumstances are provided to enable such a person to demonstrate that he has not indulged in insider trading. Therefore, this definition is intended to bring within its reach any person who is in receipt of or has access to unpublished price sensitive information. The onus of showing that a certain person was in possession of or had access to UPSI at the time of trading would, therefore, be on the person leveling the charge after which the person who has traded when in possession of or having access to unpublished price sensitive information may demonstrate that he was not in such possession or that he has not traded or he could not access or that his trading when in possession of such information was squarely covered by the exonerating circumstances.

- m) **"Key Managerial Personnel"**, in relation to the Company, means:
- (i) the Managing Director / Manager / Chief Executive Officer or in their absence a Whole-time Director;
 - (ii) the Chief Financial Officer; and
 - (iii) the Company Secretary.
- n) **"Legitimate Purpose"** shall include sharing of UPSI 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.
- o) **"Material Financial Relationship"** means 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 12 (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.
- p) **"Officer of the Company"** includes any Director manager or Key Managerial Personnel, if any, or any person in accordance with whose directions or instructions the Board of Directors or any one or more of the Directors is or are accustomed to act.
- q) **"Promoter" and "Promoter Group" or "Member of the Promoter Group"** shall have the respective meanings assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended and as may be in force, from time to time.
- r) **"Regulations"** shall mean the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended and as may be in force, from time to time.
- s) **"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).

NOTE:

It is intended that the relatives of a “connected person” too become connected persons for the purpose of these regulations. It is a rebuttable presumption that a connected person had UPSI.

- t) **“Securities”** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof except units of a mutual fund.
- u) **“Takeover regulations”** means the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, and amendments thereto.
- v) **“Trading”** means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities, and “trade” shall be construed accordingly.
- w) **“Trading day”** means a day on which the recognized stock exchanges are open for trading.
- x) **“Unpublished Price Sensitive Information” / “UPSI”** means any information, relating to a company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily including but not restricted to, information relating to the following: –
 - (i) financial results;
 - (ii) dividends;
 - (iii) change in capital structure;
 - (iv) mergers, de-mergers, acquisitions, delisting, disposals and expansion of business award or termination of order/contracts not in the normal course of business and such other transactions;
 - (v) changes in key managerial personnel, other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor;
 - (vi) change in rating(s), other than ESG rating(s);
 - (vii) fund raising proposed to be undertaken;
 - (viii) agreements, by whatever name called, which may impact the management or control of the company;
 - (ix) 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;
 - (x) resolution plan/ restructuring or one time settlement in relation to loans/borrowings from banks/financial institutions;

- (xi) 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;
- (xii) 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;
- (xiii) 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;
- (xiv) outcome of any litigation(s) or dispute(s) which may have an impact on the company;
- (xv) 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;
- (xvi) granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.

Explanation 1-

For the purpose of sub-clause (ix):

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

- y) **"Working Day"** shall mean the working day when the regular trading is permitted on the concerned stock exchange where the securities of the Company are listed.

Words and phrases used in the Code and not defined hereinabove shall have the same meaning as defined under the Regulations, the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 or the Companies Act, 2013 and rules and regulations made thereunder, as amended and as may be in force, from time to time.

4. APPLICABILITY & DECLARATION

4.1. The Code is applicable to all Directors / Designated Persons / Insiders, including Connected Persons / and to the extent specified, to their Immediate Relatives / Relatives. As and when any person has been identified as the “Designated Person”, a communication in this regard will be sent to the concerned Designated Person.

4.2. Each Director / Designated Person is advised to carefully go through and familiarise themselves with and adhere to the provisions of the Code.

4.3. In case a Director / Designated Person holds Securities jointly with any other person, related or not, such holding will be considered as the holding of the Director / Designated Person. Accordingly, all the provisions of the Code shall be applicable to the said Director / Designated Person.

4.4. All Directors / Designated Persons are required to confirm their understanding of, and agreement to comply with this Code within 30 (thirty) days from date of approval by the Board of Directors or within 7 (seven) days of becoming Director / Designated Person, as the case may be, by signing a Declaration in the format prescribed in **Annexure 1 – Declaration by Director / Designated Person**.

5. COMPLIANCE OFFICER

5.1. The Compliance Officer shall report to the Board of Directors of the Company and in particular, shall provide reports to the Chairman of the Audit Committee, if any, 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 in a year.

5.2. The Compliance Officer shall be responsible for setting forth the 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 these regulations under the overall supervision of the Board of Directors.

5.3. In the performance of his/her duties, the Compliance Officer shall have access to all information and documents relating to the Securities of the Company.

6. IDENTIFICATION OF DESIGNATED PERSON

6.1. Any of the Director of the Company shall in consultation with the Compliance Officer, specify the Directors / Designated Persons to be covered by the Code and the Compliance Officer shall maintain a record (either manual or in electronic form) of the Directors / Designated Persons and their Immediate Relatives and changes thereto, if any, from time to time.

6.2. The Board of Directors (simultaneously with approving this Code) confirms that, unless determined by any of the Director of the Company otherwise, person(s) holding positions / designations specified under Clause 3, sub-clause (i) of this Code shall be deemed to be “Designated Persons” for the purposes of the Code.

6.3. It is acknowledged that additional persons may have to be added as ‘Designated Person(s)’ on a case-to-case basis, in terms of Clause 3, sub-clause (i) or otherwise, depending on the business / transactions being undertaken by the Company, from time to time and the access that such additional persons are given / may have to UPSI.

6.4. Any of the Director of the Company, in consultation with the Compliance Officer, shall have the authority to identify such person(s) to be ‘Designated Person(s)’ for the purposes of this Code.

6.5. Upon such identification, such Designated Person(s) shall be:

- (i) provided with a copy (manual or electronic) of the Code and reference to the Regulations;
- (ii) made aware about the duties and responsibilities attached to receipt of UPSI and the liability that attaches to misuse or unwarranted use of such information, on case-to-case basis;
- (iii) Notwithstanding the above and without reliance on the Company and any of its Officers, such Designated Person(s) shall be required to independently and carefully go through and familiarise themselves with and adhere to the provisions of the Code and the Regulations and ensure applicable compliance with the same, at all times;
- (iv) required to enter into Confidentiality Agreements or Non-Disclosure Agreements, if it is felt necessary; and
- (v) required to complete all the formalities including furnishing declarations / information etc. as applicable in the prescribed time.

6.6. The person(s) so identified by any of the Director of the Company to be ‘Designated Person(s)’ may also cease to be ‘Designated Person(s)’ upon completion of certain business / transaction(s) or change in person(s) status or involvement in such business / transaction(s). In such a circumstance, any of the Director of the Company, in consultation with the Compliance Officer, shall have the authority to notify, if required, such person(s) that he / she / has ceased to be a ‘Designated Person(s)’ for the purposes of this Code.

7. PRESERVATION OF UPSI

7.1. All information 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. Any person who is possession of the UPSI, pursuant to the legitimate purposes, shall be considered as an Insider for the purpose of this Code and the Regulations.

UPSI may be communicated, provided, allowed access to or procured, in connection with a transaction which entails:

- an obligation to make an open offer under the Takeover regulations where the Board of Directors is of the informed opinion that the sharing of such information is in the best interests of the Company; or
- not attracting the obligation to make an open offer under the Takeover regulations but where the Board of Directors is of the informed opinion that the sharing of such information is in the best interests of the Company and the information that constitutes 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 materials and facts

However, the Board of Directors 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 limited purpose as mentioned above in clause 7.1. and shall not otherwise trade in securities of the Company when in possession of UPSI.

7.2. Need to know basis - Price Sensitive Information of the Company is to be handled on a "need to know" basis i.e. 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 apprehension of misuse of the information. All non-public information directly received by any employee should immediately be reported to the head of the department.

7.3. Limited access to confidential information - All manual files containing confidential information shall be kept secure. All Computer files must have adequate security.

7.4. The Compliance Officer, in consultation with any of the Director of the Company, will be responsible to maintain a structured digital database containing the following particulars, with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

(i) nature of UPSI;

- (ii) names of persons who have shared the information and also the names of the persons with whom such UPSI is shared; and
- (iii) Permanent Account Number ("PAN") or any other identifier authorized by law where PAN is not available.

The maintenance of such structured digital database shall not be outsourced and will be maintained internally, for a period of not less than eight financial years after completion of the relevant transactions and in 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. PREVENTION OF MISUSE OF "UPSI"

8.1. No insider shall

- Trade in Securities of the Company either on their own behalf or on behalf of any other person when in possession of any UPSI; or
- Communicate, provide or allow access to any UPSI, relating to a company or securities listed or proposed to be listed, to any person including other insiders except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

8.2. Trading Plan:

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.

8.3. Trading Plan shall:

- (i) not entail commencement of trading on behalf of the insider earlier than one hundred and twenty calendar days from the public disclosure of the plan;
- (ii) not entail overlap of any period for which another trading plan is already in existence;
- (iii) 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;
- (iv) set out following parameters for each trade to be executed (to the extent applicable):*
 - (i) either the value of trade to be effected or the number of securities to be traded;
 - (ii) nature of the trade;
 - (iii) either specific date or time period not exceeding five consecutive trading days;
 - (iv) price limit (to the nearest numeral), that is an upper price limit for a buy trade and a lower price limit for a sell trade, subject to the range as specified below:

- a. for a buy trade: the upper price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent higher than such closing price;
- b. for a sell trade: the lower price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent lower than such closing price.

* Information under clause (iv)(i) to (iii) mandatory
(v) not entail trading in securities for market abuse.

8.4. 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 take express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the Plan. Pre-clearance of trades and trading window norms shall not be required for execution of a trade as per an approved Trading Plan.

8.5. The Trading Plan, once approved, shall be irrevocable and the Insider 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 Insider is in possession of any UPSI and the said information has not become generally available at the time of the commencement of implementation. In such event an Insider has set a price limit (to the extent applicable) for a trade, the Insider shall execute the trade only if the execution price of the security is within such limit. If price of the security is outside the price limit set by the Insider, the trade shall not be executed.

8.6 In case of non-implementation (full/partial) of Trading Plan owing to either reasons under clause 8.5 above or failure of execution of trade due to inadequate liquidity in the security, the following procedure shall be adopted:

- (i) The Insider to intimate non-implementation (full/partial) of Trading Plan to the Compliance Officer within two (02) trading days of end of tenure of the Trading Plan with reasons thereof and supporting documents, if any.
- (ii) Upon receipt of such information at (i) above, the Compliance Officer to place such information along with recommendation to accept / reject the submissions before the Audit Committee at its immediate next meeting. The Audit Committee shall decide whether such non-implementation (full/partial) was bona fide or not.
- (iii) The decision of the Audit Committee to be notified by the Compliance Officer on the same day to the stock exchanges on which the securities are listed.
- (iv) In the event the Audit Committee rejects submissions made by the Insider, the Compliance Officer shall proceed to take action on the Insider as per the Code of Conduct.

8.7. The Compliance Officer shall approve or reject the Trading Plan within two (02) trading days

of receipt of the Trading Plan and notify the approved plan to the stock exchanges on which the securities are listed.

9. TRADING WINDOW

9.1. The trading window shall be, inter alia, closed 7 days prior to and during the time the UPSI is published. Apart from the above, Trading restriction period for the declaration of half yearly results in accordance with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended and as may be in force, from time to time, shall commence from the end of every quarter / half-year viz., 30 June, 30 September, 31 December and 31 March, each year.

9.2. The Compliance Officer shall intimate the closure of trading window to all the designated employees of the Company when he determines that a Designated Person or class of Designated Persons can reasonably be expected to have possession of UPSI. Such closure shall be imposed in relation to such Securities to which such UPSI relates. Notwithstanding this, if any Promoter or Member of the Promoter Group / Director / Key Managerial Personnel / Designated Person is in possession of the UPSI for any legitimate purpose, the trading window for the person(s) in possession of such information shall be deemed to be closed and the Trading restrictions shall apply to person(s) possessing / aware of such information. Provided that, for UPSI not emanating from within the Listed Company, trading window may not be closed.

9.3. The Compliance Officer, after taking into account various factors, including the UPSI in question becoming generally available and being capable of assimilation by the market, shall decide the timing for re-opening of the trading window, however, in any event it shall not be earlier than forty-eight hours after the information becomes generally available.

Other than the period(s) for which the Trading Window is closed as specified hereinabove, the same shall remain open for dealing in the Securities of the Company.

10. PRE-CLEARANCE OF TRADE IN SECURITIES

All persons covered by the Code who propose to acquire/sell Securities of the Company which are more than Rs. 10 Lacs in value or 50,000 shares or 1% of the total shareholding or voting rights, whichever is lower, should pre-clear the transaction. However, no Designated Person shall be entitled to apply for pre-clearance of any proposed trade if such Designated Person is in possession of any UPSI even if the trading window is not closed and hence, he/she shall not be allowed to trade. The pre-clearance procedure shall be hereunder:

- A Designated Person shall make a pre-clearance application to the Compliance Officer in the prescribed format '**Form 1**' along with an undertaking stating that he/she has not contravened the provision of this Code, in the format prescribed in **Annexure – 2** to this Code.

- If any person covered by the Code, obtained any Price Sensitive Information after executing the undertaking, but prior to transacting in Securities of the Company, he/she shall inform the Compliance Officer and refrain from dealing in Securities of the Company.
- All the persons covered by the Code shall execute their order **within 7 trading Days of pre-clearance of trade**. If the transaction is not executed within 7 trading Days of such clearance, fresh approval of the Compliance Officer is required.

All Designated Persons shall conduct their dealings in the securities of the Company only in the “Valid Trading Window” period and shall not enter into “Contra Trade” i.e. opposite or reverse transactions, in the Securities of the Company during the next six months following the prior transaction. The Compliance Officer is empowered to grant relaxation from strict application of such restriction for reasons to be recorded in writing provided that such relaxation does not violate the Regulations. Should a 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 Board for credit to the Investor Protection and Education Fund administered by the Board under the Act. When the trading window is closed, the Directors / Designated Persons shall not trade in the Company’s securities during such period.

In the case of subscription in the primary market (initial public offers), the above-mentioned entities shall hold their investments for a minimum period of 30 days. The holding period would commence from the date when the Securities are actually allotted.

In case the sale of Securities is necessitated by personal emergency the holding period may be waived by the Compliance Officer after recording in writing his reasons in this regard. The application for the waiver of the minimum period of holding of the Securities shall be made by the employee in ‘**Form 2**’, in the format prescribed in **Annexure – 3** to this Code.

11. DISCLOSURE REQUIREMENTS

Initial Disclosure

Every person on appointment as a Director or a Key Managerial Personnel of the Company or Designated Employee or upon becoming a Promoter or Member of the Promoter Group, shall disclose his holding of securities of the Company and any other person for whom such person takes trading decisions as on the date of appointment or becoming a Promoter or Member of the Promoter Group, to the Company within seven days of such appointment or becoming a Promoter or Member of the Promoter Group, in ‘**Form A**’ in the format prescribed in **Annexure – 4** to this Code.

Continual Disclosure

Every Promoter, Member of the Promoter Group, Designated Person and Director of Company and any other person for whom such person takes trading decisions shall disclose to the Company the number of such securities acquired or disposed of within two trading days of such transaction

if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees or such other value as may be specified by the Compliance Officer from time to time in 'Form B' in the format prescribed in **Annexure – 5** to this Code.

Disclosure by other connected persons

The Compliance Officer shall, at his/her discretion, require any other connected person / class of connected persons to make disclosures of holdings and trading in Securities of the Company in such form and at such frequency as may be determined in consultation with any of the Director of the Company.

Disclosure by the Company to the stock exchange(s)

The Company shall within two (02) Trading days the receipt of disclosures as mentioned as aforesaid, disclose to the stock exchange on which the Securities of the Company are listed, the information received as aforesaid or from becoming aware of such information.

Annual Disclosure by Designated Persons

Designated persons shall be required to disclose names and Permanent Account Number or any other identifier authorized by law of the following persons to the company on an annual basis and as and when the information changes:

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

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

12. CODE OF FAIR DISCLOSURE

The Company has prepared a 'Code of Practices and Procedures for Fair Disclosure of UPSI' (the "Code of Fair Disclosure") as required by the Regulations. The Code of Fair Disclosure is uploaded on the Company's website.

13. MECHANISM FOR PREVENTION OF INSIDER TRADING

13.1. In order to ensure compliance with the requirements given in the Regulations to prevent insider trading, any of the Director of the Company shall put in place adequate and effective system of internal controls as may be stipulated in the Regulations, including but not limited to:

- (i) Identify all employees having access to UPSI as Designated Persons;
- (ii) Identify all the UPSI and maintain its confidentiality;
- (iii) Impose adequate restrictions on communication or procurement of UPSI;

- (iv) Maintain list of all employees and other persons with whom UPSI has been shared and execute Confidentiality Agreement and / or serve notice to such persons for maintaining confidentiality of UPSI;
- (v) Undertake periodic process review to evaluate effectiveness of such internal controls; and
- (vi) Maintain a structured digital database containing the names of such persons or entities as the case may be with whom UPSI is shared along with PAN or any other identifier authorised by law and provide for adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the said database. Provided that entry of information, not emanating from within the organisation, in structured digital database may be done not later than 2 calendar days from the receipt of such information.

13.2. The Board shall ensure that any of the Director of the Company ensures compliance with Regulations 9 and 9(A)(1) and (2) of the Regulations;

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

13.4. Procedures for inquiry in case of leak of UPSI or suspected leak of UPSI:

- Any person (“Whistle Blower”) who discovers that there is an instance of leak of UPSI or suspects leak of UPSI can report such instance to the any of the Director of the Company or to the Audit Committee;
- If the instance of leak of UPSI is found genuine, the Group Internal Audit team, in consultation with the any of the Director of the Company, shall conduct appropriate inquiry in the matter specified in the Whistle Blower Policy and intimate its outcome to the Board and the Audit Committee at their next meeting,
- Based on the recommendations of the Board, the Company shall take further action in the matter and inform SEBI of such leaks, inquiries and results of such inquiries, and
- If it is established that the allegation was made by the Whistle Blower with mala fide intentions or was frivolous in nature, the Whistle Blower shall be subject to disciplinary action.

13.5. In case it is observed by the Company that there has been a violation of the provisions of the Regulations, the Company shall promptly inform the stock exchange where the securities of the Company are listed.

14. GENERAL PROVISIONS

The Compliance Officer shall maintain records of all the declarations in the appropriate form given by the Directors / Designated Persons for a minimum period of five years.

The Compliance Officer shall place before t any of the Director of the Company or a committee specified by the Company, on a monthly basis all the details of the dealing in the securities by the employees / Director / Officer of the Company and the accompanying documents that such persons had executed under the pre-dealing procedure as envisaged in this code.

15. VOLUNTARY DISCLOSURE OF ORIGINAL INFORMATION

15.1 Definitions

For the purpose of this part of the Code, notwithstanding anything else mentioned in the Code and unless the context otherwise requires:

- (a) “employee” means any individual who during employment may become privy to information relating to violation of insider trading laws and files a Voluntary Information Disclosure Form under these regulations and is a director, partner, regular or contractual employee, but does not include an advocate.
- (b) ‘Informant’ means an individual(s), who voluntarily submits to the Board 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.
- (c) ‘Irrelevant, vexatious and frivolous information’ includes, reporting of information which in the opinion of the Board,
 - 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.
- (d) ‘Legal Representative’ means a duly authorised individual who is admitted to the practice of law in India.
- (e) ‘Original Information’ means any relevant information submitted in accordance with these regulations pertaining to any violation of insider trading laws that is:
 - i. derived from the independent knowledge and analysis of the Informant;
 - ii. not known to the Board from any other source, except where the Informant is the original source of the information;
 - iii. is sufficiently specific, credible and timely to - (1) commence an examination or inquiry or audit, (2) assist in an ongoing examination or investigation or inquiry or audit, (3) open or reopen an investigation or inquiry, or (4) inquire into a different conduct as part of an ongoing examination or investigation or inquiry or audit directed by the Board;

Explanation: Information shall be considered timely, only if as on the date of receipt of the duly completed Voluntary Information Disclosure Form by the Board, a period of not more than three years has elapsed since the date on which the first alleged trade constituting violation of insider trading laws was executed.

- iv. 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; and
- v. not irrelevant or frivolous or vexatious.

Explanation: Information which does not in the opinion of the Board add to the information already possessed by the Board is not original information.

- (f) '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 the Board. Provided that such analysis is not derived from professional or confidential communication protected under the Indian Evidence Act, 1872 (1 of 1872).
- (g) 'own knowledge' means relevant information in the possession of the Informant not derived from publicly available sources. Provided that such knowledge is not derived from professional or confidential communications protected under the Indian Evidence Act, 1872 (1 of 1872).
- (h) 'Reward' means any gratuitous monetary amount for which an Informant is declared eligible as per the provisions of these regulations
- (i) 'voluntarily providing information' means providing the Board with information before receiving any request, inquiry, or demand from the Board, any other Central or State authorities or other statutory authority about a matter, to which the information is relevant.

15.2. An Informant shall submit Original Information by furnishing the Voluntary Information Disclosure Form to the Office of Informant Protection of the Board in the format and manner set out in the Schedule to the Regulations. The Voluntary Information Disclosure Form may be submitted through informant's legal representative also, in the manner provided under the Regulations. However, nothing in the Regulations shall be deemed to provide any amnesty or immunity to an Informant for violation of securities law.

15.3. With regard to regulations and policies governing the submission of the Voluntary Information Disclosure Form to the Board, including for claiming the Reward therefor, all provisions under Chapter IIIA of the Regulations, as amended from time to time, shall apply.

15.4. The Company assures that any employee who files a Voluntary Information Disclosure Form, irrespective of whether the information is considered or rejected by the Board or he or she is eligible for a Reward under the Regulations, will be provided suitable protection against any

discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or against any discrimination of any kind whatsoever. Further, notwithstanding anything mentioned in the contract of employment or any other agreement / code governing the employment, an employee is not required to notify the Company of any Voluntary Information Disclosure Form filed with the Board or to seek any prior permission or consent or guidance of any person engaged by the Company before or after such filing.

16. PENALTIES

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). Any Designated Person who trades in Securities or communicates any information for trading in Securities, in contravention of this Code may be penalized and appropriate action may be taken by the Company. The penalties will be as per the Securities Contract (Regulation) Act, 1956.

The action by the Company shall not preclude SEBI and other authorities from taking any action in case of violation of the Regulations. In case the SEBI Regulations or any Statutory Provisions are more stringent than those contained in the Code, the SEBI Regulations / Statutory Provisions will prevail.

17. AMENDMENTS

Version	Date of Approval	Approving Authority	Effective Date
1	04 September 2025	Board of Directors	29 September 2025

18. ANNEXURES / FORMATS

The following Annexures / Formats appended to this Code are to be used by the Directors / Designated Persons for making various disclosures / requests under this Code:

- Annexure 1 : Declaration by Director / Designated Person under Clause 4.4.
- Annexure 2 : Form 1 – Pre-Clearance of trades in Securities under Clause 10.
- Annexure 3 : Form 2 – Waiver of Minimum Holding Period under Clause 10.
- Annexure 4 : Form A – Initial Disclosure by Promoter / Member of the Promoter Group / Director / Key Managerial Personnel under Clause 11 at the time of appointment or becoming a Promoter / Member of Promoter Group.
- Annexure 5 : Form B – Continual Disclosure under Clause 11.

DECLARATION BY DIRECTOR / DESIGNATED PERSON

[Under Clause 4.4 of the Code for Prevention of Insider Trading of Apraava Renewable Energy Private Limited]

From

Name:

Designation:

Employee No.:

Company Name:

Tel. No. / Mobile No.:

Email:

To,

The Compliance Officer,

Apraava Renewable Energy Private Limited (the "Company")

Sub.: Declaration under the 'Code for Prohibition of Insider Trading'

I, the undersigned, being a Director / Designated Person as defined under Code for Prohibition of Insider Trading (the "Code") of Apraava Renewable Energy Private Limited (the "Company"), hereby declare and confirm as under:

1. I have received, read and understood the Code;
2. I agree to comply with the Code and that I and my Immediate Relatives shall be bound by the Code to the extent applicable to us;
3. I agree to hold the Company harmless in the event of any investigation against me and / or my Immediate Relatives for any insider trading by the regulatory agencies;
4. I agree to compensate the Company for all economic losses, loss / damage to the Company's public image, fines imposed on the Company, any penalty imposed on the Company, suffered in or as a result of any investigation by regulatory agencies into my or my Immediate Relatives Trades; and
5. I agree to compensate the Company for all legal expenses incurred in defending itself in such investigations.

Date:

Place:

Signature:

Name:

Employee No.:

ANNEXURE 2**Prevention of Insider Trading****Pre-clearance of trades****FORM 1****Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015**

To,
The Compliance Officer,
Apraava Renewable Energy Private Limited (the "Company")

Dear Sir,

Sub.: Application for trading in Securities of the Company

I, _____, Director / Designated Person of the Company, propose to trade in the Non-Convertible Debentures (the "Debentures") of the Company as per details hereunder:

Self / Relationship with Director / Designated Person (in case of relation)	
No. of Debentures held by the person as on date of the application	
Date of Last Disclosure	
DP ID / Client ID	

Particulars of proposed transaction in Debentures of the Company:

Number of Debentures held before the Proposed Transaction (A)	Number of Debentures proposed to be Sold (B)	Number of Debentures proposed to be acquired (C)	Balance holding (A) + (C) / (A) – (B)

I confirm that:

- i) I and my Immediate relatives (We) do not have access to any price sensitive information and have complied with the code of conduct for prevention of insider trading as specified by the Company from time to time.
- ii) I/We shall execute the trade of Debentures within 7 trading days of your approval, failing which we shall apply again to you for your approval.

- iii) I/We shall hold Debentures of the Company for a minimum period of 30 days from the date of acquisition.

I/We further confirm that the aforesaid facts are true and correct and shall be fully responsible for any wrongful acts done by me or my immediate relatives including such penalties as may be imposed by the Company.

You are requested to provide the pre-clearance of trade for the above transaction.

Thanking you,

Signature

Name:

Designation & Department:

Place:

Date:

Prohibition of Insider Trading

Holding Period Waiver

FORM 2

Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015

To,
The Compliance Officer,
Apraava Renewable Energy Private Limited (the “Company”)

Dear Sirs

Sub.: Waiver of minimum holding period for Securities of the Company

I have purchased / acquired _____ Non-Convertible Debentures (the “Debentures”) of the Company on _____ and due to the below mentioned reason, I wish to sell [all / _____ units of] the Debentures held by me / my immediate relative, before the end of 6 months / 30 days from the date of purchase / allotment.

Please grant me waiver with respect to the holding of Debentures for minimum period of 6 months / 30 days.

Reason(s) for waiver:

Thanking you,

Signature

Name:

Designation & Department:

Place:

Date:

FORM A

Initial Disclosure by Promoter / Member of the Promoter Group / Director / Key Managerial Personnel under Clause 11 of the Code for Prohibition of Insider Trading of Apraava Renewable Energy Private Limited on becoming a Promoter / Member of the Promoter Group or being appointed as a Director or Key Managerial Personnel

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7(1)(b) read with Regulation 6(2)]**

Name of the Company: Apraava Renewable Energy Private Limited,
U40106DL2008PTC241157

Corporate Identification Number ("CIN"):

ISIN of the company for Non-Convertible Debentures listed on BSE Limited: 1st BOND: Series II INE165K07027

- a. Details of Securities held on appointment of a Director or a Key Managerial Personnel or upon becoming a Promoter / Member of the Promoter Group and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2)**

Name, Address, Email Id, contact number and Permanent Account Number		Category of Person (Promoter/ Member of the Promoter Group / KMP / Directors / immediate relatives / others etc.)	
Date of appointment		Designation	
CIN / DIN, if applicable		DP Id / Client Id (of all Demat Accounts held)	

Educational Qualifications & Names of Institutions (to the extent possible)		Name of the Past Employer	
Securities held at the time of appointment as a Director / KMP or becoming a Promoter / Member of Promoter Group	Type of Security (Shares, Warrants, Convertible Debentures etc.)	Number	% of holding

Note: "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015. Please use additional sheets for providing the information, if required.

- b. Details of Open Interest in Derivative(s) of the Securities of the Company held on appointment of a Director or a Key Managerial Personnel or upon becoming a Promoter / Member of Promoter Group and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2)**

Interest as the date the appointment as a Director / KMP or becoming a Promoter / Member of Promoter Group	Contract Specifications	Number of Units (Contract * Lot size)	Notional Value in Rupee Terms
Open Interest in Future contracts			
Open Interest in Option contracts			

Note: In case of Options, notional value shall be calculated based on premium plus strike price of options. Please use additional sheets for providing the information, if required.

c. Details of Immediate Relative of Promoter / Member of Promoter Group / Director / Key Managerial Personnel and other such persons as may be specified

Details → Immediate Relative¹ ↓	Name	Whether the Relative is financially dependent ²	Permanent Account Number	Mobile Number	Email Id	DP Id / Client Id (of all Demat Accounts held)	Securities held		
							Type / Description	Number	%
Spouse (mandatory)									
Father (including stepfather)									
Mother (including stepmother)									
Brother (including stepbrother)									
Sister (including stepsister)									
Father of Spouse (incl. stepfather)									
Mother of Spouse (incl. stepmother)									
Brother of the Spouse (incl. stepbrother)									

Sister of the Spouse (incl. stepsister)									
Child 1 (including stepchild)									
Child 2 (including stepchild)									

1. **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.
2. **Financially dependent**, includes consulting the Promoter / Member of the Promoter Group / Director / Key Managerial Personnel in taking decisions relating to trading in Securities or with whom such Promoter / Member of the Promoter Group / Director / Key Managerial Personnel shares a 'Material Financial Relationship³'.
3. **'Material Financial Relationship'** means 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 12 (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.
4. **Also mention details of Any Other Person who is Financially Dependent or Consults the Promoter / Member of the Promoter Group / Director / Key Managerial Personnel in taking decisions relating to trading in Securities or with whom such Promoter / Member of the Promoter Group / Director / Key Managerial Personnel shares a 'Material Financial Relationship'³**

Signature:

Name:

Employee No.:

Designation:

Date:

Place:

FORM B

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

Name of the Company: Apraava Renewable Energy Private Limited
U40106DL2008PTC241157

Corporate Identification Number ("CIN"):

ISIN of the company for Non-Convertible Debentures listed on BSE Limited: 1st BOND:

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

Name, PAN, CIN/DIN, & address of Promoter / Member of Promoter Group / Directors / immediate relatives / others etc.)	Category of Person (Promoter / Member of Promoter Group / Directors / immediate relatives / others etc.)	Securities held prior to acquisition / disposal			Securities acquired / disposed				Securities held post the acquisition / disposal			Date of allotment advice / acquisition of shares/disposal of shares		Date of intimation to Company	Mode of acquisition (market purchase / public rights/ preferential offer / off market/ Inter-se transfer etc.	Exchange on which the trade was executed
		Type	No.	%	Type	Trans-action (Buy / Sell / Pledge / Revoke/ Invoke)	No.	Value (in Rs. Mn.)	Type	No.	%	From	To			
(1)	(2)	(3)	(4)	(5)		(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)

*Notes: (i) "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.
(ii) Value of transaction excludes taxes/brokerage/any other charges*

Details of trading in derivative(s) on the Securities of the Company held by Promoter / Member of Promoter Group / Designated Person or Director and immediate relatives of such persons and other such persons as mentioned in Regulation 6(2)

Trading in derivatives (Specify type of contract, Futures, Options, etc.)						Exchange on which the trade is executed
Type of Contract	Contract Specifications	Buy		Sell		
		Notional Value	Number of Units (contracts * lot size)	Notional Value	Number of Units (contracts * lot size)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)

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

Signature:

Designation:

Date:

Place: