PARAS DEFENCE AND SPACE TECHNOLOGIES LIMITED

Registered & Corporate Office :
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CIN : L29253MH2009PLC193352 | E-mail : business@parasdefence.com | Web : www.parasdefence.com

July 24, 2026

BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Fort, Mumbai – 400 001
Scrip Code: 543367

National Stock Exchange of India Limited
Exchange Plaza, Plot C/1, G Block,
Bandra – Kurla Complex,
Bandra – (East), Mumbai – 400 051
Trading Symbol: PARAS

Dear Sir/Madam,

Subject: Amendment to Code for Prohibition of Insider Trading and Fair Disclosure of Unpublished Price Sensitive Information (UPSI) of the Company.

Pursuant to the provisions of Regulations 8 and 9 read with Schedules A and B of the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended, we wish to inform you that the Board of Directors of the Company, at its meeting held on July 24, 2026, has approved amendments to Code for Prohibition of Insider Trading and Fair Disclosure of Unpublished Price Sensitive Information of the Company ("the PIT Code").

The amended policy has been formulated in accordance with the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.

A copy of the amended Policy is enclosed herewith. The same has also been uploaded on the Company's website at the link https://parasdefence.com/investors

You are requested to disseminate the above information on your respective websites.

Thanking you,

For Paras Defence and Space Technologies Limited

MINAL B BHATE
Digitally signed by MINAL B BHATE
Date: 2026.07.24 15:40:35 +05'30'

Minal Bhate
Company Secretary and Compliance Officer
Membership No.: A20188

Encl.: As above

CODE FOR PROHIBITION OF INSIDER TRADING AND FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI) IN THE SECURITIES

OF

PARAS DEFENCE AND SPACE TECHNOLOGIES LIMITED

comprising

PART B: "Code of Conduct for Regulating, Monitoring and Reporting of Trading by Designated Persons and their Immediate Relatives"
(framed under Regulation 9(1) of the SEBI (Prohibition of Insider Trading) Regulations, 2015)

and

PART C: "Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information (UPSI)"
(framed under Regulation 8(1) of the SEBI (Prohibition of Insider Trading) Regulations, 2015)

Document Control

Document Title	Code for Prohibition of Insider Trading and Fair Disclosure of UPSI in the Securities of Paras Defence and Space Technologies Limited
Version	3.0
Effective Date	07th March, 2020
Amendment Date	24th July, 2026
Document Owner	Secretarial and Compliance
Document Approver	Board of Directors

CODE FOR PROHIBITION OF INSIDER TRADING AND FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

PART A- GENERAL PROVISIONS

A1. PREAMBLE

This Code, titled the "Code for Prohibition of Insider Trading and Fair Disclosure of UPSI in the Securities of Paras Defence and Space Technologies Limited" (the "Code") is formulated under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (the "SEBI PIT Regulation"), as amended from time to time.

Pursuant to regulation 8(1) and 9(1) of the SEBI PIT Regulations, the Company hereby adopts this Code, comprising Part B (Code of Conduct for Regulating, Monitoring and Reporting of Trading by Designated Persons and their Immediate Relatives, framed under Regulation 9(1)) and Part C (Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information, framed under Regulation 8(1)), together with this Part A containing provisions of general application to both Part B and Part C.

A2. APPLICABILITY & OBJECTIVE

This Code shall be applicable to Connected Persons, Insiders, Designated Persons and their Immediate Relatives and includes any person in possession of or having intermittent access to UPSI.

This Code aims to preserve the strict confidentiality of all inside corporate records, to enforce uniform, non-selective public disclosure of market-moving events, to prohibit unfair market abuse, short-swing trading, and illicit insider transactions and to regulate, monitor and report trading by Connected Persons, Insiders, Designated Persons and their Immediate Relatives to comply with SEBI PIT Regulations, as amended from time to time.

A3. DEFINITIONS

(i). **"Act"** means the Securities and Exchange Board of India Act, 1992.

(ii). **"Board"** means the Board of Directors of the Company.

(iii). **"CODE"** shall mean this Code, comprising Part B (Code of Conduct for Regulating, Monitoring and Reporting of Trading by Designated Persons and their Immediate Relatives, framed under Regulation 9(1) of the SEBI PIT Regulations) and Part C (Code of Practices and Procedures for Fair Disclosure of UPSI, framed under Regulation 8(1) of the SEBI PIT Regulations), read together with this Part A.

(iv). **"Company" or "PARAS"** means Paras Defence and Space Technologies Limited.

(v). **"Compliance Officer"** means any senior officer, designated so and reporting to the Board of Directors, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under the Insider Trading Regulations, and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules of preservation of Unpublished Price Sensitive Information, monitoring of trades and the implementation of the codes specified under the Insider Trading Regulations under the overall supervision of the Board.

(vi). **"Connected Person"** means:

a) 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.

b) 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 Relative of Connected Persons specified in clause (a) above; or
- a holding company or associate company or subsidiary company; or
- an intermediary as specified in Section 12 of the Securities and Exchange Board of India Act, 1992, as amended or an employee or director thereof; or
- an investment company, trustee company, asset management company or an employee or director thereof; or
- An official of a stock exchange or of clearing house or corporation; or
- 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
- 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, as amended; or
- An official and/or employee of a self-regulatory organization recognized or authorized by the Board;
- A banker of the Company; or
- A concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of the Company or his relative or banker of the Company, has more than ten per cent, of the holding or interest.
- a firm or its partner or its employee in which a connected person specified in clause (a) above.
- a person sharing household or residence with a connected person specified in clause (a) above.

Provided that the onus of establishing that a Connected Person was not in possession of Unpublished Price Sensitive Information shall rest entirely on such Connected Person

(vii). **"Designated Person"** shall mean and include the following categories of persons, specified by the Board of Directors in consultation with the Compliance Officer on the basis of their functional role and access to UPSI:

a) the Promoters, Members of the Promoter group and all Directors of the Company (Executive, Non-Executive and Independent, whether Whole-Time or not);

b) the Chief Executive Officer (CEO), Managing Director (MD), Key Managerial Personnel (KMP) and all employees upto two levels below CEO/MD, irrespective of their functional role in the Company or ability to have access to Unpublished Price Sensitive Information;

c) every employee in the Finance, Accounts, Secretarial/Legal, Corporate Communications, and Information Technology (IT) departments who has access to or is in possession of Unpublished Price Sensitive Information;

d) Executive Assistants, Personal Secretaries, or support staff to Directors, KMPs, and the executive leadership; and

e) any other employee, intermediary, or fiduciary identified by the Compliance Officer from time to time, within the categories and criteria approved by the Board of Directors under this clause, based on their functional role and access to specific transactional UPSI.

(viii). **"Employee"** means every employee of the Company, including the Directors in the employment of the Company.

(ix). **"Fiduciaries"** collectively to be referred as professional firms such as auditors, accountancy firms, law firms, analysts, insolvency professional entities, consultants, banks etc., assisting or advising to the Company.

(x). **"Financially literate**" means a person who has the ability to read and understand basic financial statements, i.e. balance sheet, profit and loss account, and statement of cash flows.

(xi). **"Generally Available Information**" means information that is accessible to the public on a non- discriminatory basis and shall not include unverified event or information reported in print or electronic media

(xii). **"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.

Explanation: For the avoidance of doubt, a spouse is always an Immediate Relative under this Code, regardless of financial independence or separate income streams. For parents, siblings, and children, if they routinely consult or align with the Designated Person (DP) before executing any stock market trade, they must be declared as an Immediate Relative, even if they are entirely financially self-sufficient.

(xiii). **"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 Insider Trading, regardless of whether such individual(s) satisfies the requirements, procedures and conditions to qualify for a reward.

(xiv). **"Insider"** means any person who is:

a) a Connected Person; or
b) in possession of or having access to Unpublished Price Sensitive Information.

(xv). **"Key Managerial Personnel"** means key managerial personnel as defined under the Companies Act, 2013, as amended, and includes:

a) Chief Executive Officer or the Managing Director or the Manager of the Company;
b) the Company Secretary of the Company;
c) the Whole-Time Director of the Company;
d) the Chief Financial Officer of the Company;
e) such other officer, not more than one level below the Directors who is in whole-time employment, designated as Key Managerial Personnel by the Board; and
f) such other officer as may be prescribed under the Securities and Exchange Board of India Act, 1992, as amended.

(xvi). **"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 SEBI PIT Regulations.

(xvii). "**Material Financial Relationship**" shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from a designated person during the immediately preceding twelve months, equivalent to at least 25% of the annual income of such designated person but shall exclude relationships in which the payment is based on arm's length transactions.

(xviii). **"Promoter" or "Promoter Group"** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, or the Companies Act, 2013, as amended, or any modification thereof.

(xix). "**Relative**" shall mean the following:

a) spouse of the person;
b) parent of the person and parent of its spouse;
c) sibling of the person and sibling of its spouse;
d) child of the person and child of its spouse;
e) spouse of the person listed at clause (c) here; and
f) spouse of the person listed at clause (d) here

(xx). "**Reward"** means any gratuitous monetary amount for which an Informant is declared eligible as per the provisions of the SEBI Insider Trading Regulations.

(xxi). **"SEBI PIT Regulation"** means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended.

(xxii). **"Securities"** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956, as amended except units of a mutual fund.

(xxiii). **"Takeover Regulations"** means the Securities and Exchange Board India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any modification thereof.

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

(xxv). **"Trading Day"** means a day on which the recognized stock exchanges are open for trading;

(xxvi). **"Trading Window"** means a trading period in which the Company's securities can be traded as prescribed in Clause B7 of Part B.

(xxvii). **"Stock Exchange"** means a recognised Stock Exchange as defined under clause (f) of Section 2 of the Securities Contracts (Regulation) Act, 1956, as amended.

(xxviii). "**Unpublished Price Sensitive Information**" means any information, relating to a Company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily, including but not restricted to, information relating to the following:

a) Financial Results;
b) Dividends;
c) Change in Capital Structure

d) Merger, De-merger, Acquisitions, Delisting, Disposals and Expansion of business, Award or Termination of order/contracts not in the normal course of business and such other transactions;
e) Change in Key Managerial Personnel other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor;
f) Change in Rating(s), other than ESG rating(s);
g) Fund raising proposed to be undertaken;
h) Agreements, by whatever name called, which may impact the management or control of the company;
i) Fraud or defaults by the company, its Promoter, Director, Key Managerial Personnel, or subsidiary or arrest of Key Managerial Personnel, Promoter or Director of the Company, whether occurred within India or abroad;
j) Resolution plan/ Restructuring or One Time settlement in relation to loans/borrowings from banks/financial institutions;
k) Admission of Winding-up petition filed by any party /creditors and admission of application by the Tribunal filed by the Corporate Applicant or Financial Creditors for initiation of corporate insolvency resolution process against the company as a Corporate Debtor, approval of Resolution Plan or rejection thereof under the Insolvency and Bankruptcy Code, 2016;
l) Initiation of Forensic Audit, by whatever name called, by the company or any other entity for detecting mis-statement in financials, misappropriation/ siphoning or diversion of funds and receipt of Final Forensic audit report;
m) Action(s) initiated or orders passed within India or abroad, by any regulatory, statutory, enforcement authority or judicial body against the company or its Directors, Key Managerial Personnel, Promoter or Subsidiary, in relation to the Company;
n) Outcome of any litigation(s) or dispute(s) which may have an impact on the Company;
o) Giving of guarantees or indemnity or becoming a surety, by whatever named called, for any third party, by the Company not in the normal course of business;
p) Granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.
q) Such other matters as may be specified under the SEBI regulations or decided by the Company from time to time

Explanation 1: For the purposes of clause (i) above, "Fraud" shall have the same meaning as assigned to it under Regulation 2(1)(c) of the SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003.
Explanation 2: For the purposes of clause (i) above, "Default" shall have the same meaning as assigned to it under Clause 6 of Paragraph A of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR Regulations").
Explanation 3: For the purpose of identifying the events enumerated in clauses (a) to (p) above as Unpublished Price Sensitive Information, the guidelines for materiality specified at Paragraph A of Part A of Schedule III of the LODR Regulations, as may be specified by the Board from time to time, and the materiality thresholds specified at Paragraph B of Part A of Schedule III of the LODR Regulations, shall be applicable.

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

Words and expressions used but not defined herein shall have the meanings assigned to them under the PIT Regulations.

A4. INFORMANT MECHANISM AND WHISTLE BLOWER PROTECTION

(i). Any employee or other person may report instances of leak of, or suspected leak of, Unpublished Price Sensitive Information, or any other violation of the S EBI PIT Regulations or this Code, either through the Company's Whistle Blower Policy (hosted at www.parasdefence.com) or, where the matter falls within Chapter IIIA of the SEBI PIT Regulations, by filing a Voluntary Information Disclosure Form directly with SEBI.

(ii). Suitable protection shall be extended, in respect of matters covered under Chapter IIIA of the SEBI PIT Regulations, against any discharge, termination, demotion, suspension, threat, harassment, or discrimination, direct or indirect, against any employee who files a Voluntary Information Disclosure Form or otherwise reports a violation under this Code, irrespective of whether the information is considered or rejected by the Board or by SEBI, or whether such employee is found eligible for a Reward.

(iii). The Audit Committee shall oversee the implementation of this protection and shall be informed of any instance of retaliation or threatened retaliation against a person who has made a disclosure under this clause.

(iv). This clause shall be read in conjunction with the Company's Whistle Blower Policy and UPSI Leak Enquiry Policy.

A5. PENALTY FOR CONTRAVENTION OF THE CODE

(i). 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 their Immediate Relatives).

(ii). 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.

(iii). Designated Persons who violate the Code shall also be subject to disciplinary action by the Company, which may include wage freeze, suspension, recovery, clawback, ineligibility for future participation in employee stock option plans, etc.

(iv). Action by the Company shall not preclude the Securities and Exchange Board of India from taking any action in case of violation of the SEBI PIT Regulations.

(v). In case the Company observes any violation of the SEBI PIT Regulations or this Code by a Designated Person or their Immediate Relatives, the Compliance Officer shall promptly inform the stock exchange(s) on which the Company's securities are listed, in such form and manner as may be specified by SEBI from time to time. This shall be without prejudice to SEBI's independent powers to take action in respect of any such violation.

A6. REVIEW AND AMENDMENTS

The Board reserves the power to review and amend this Code from time to time. All provisions of this Code would be subject to revision or amendment in accordance with the applicable law as may be issued by relevant statutory, governmental or regulatory authorities, from time to time. In case of any amendment(s), clarification(s), circular(s) etc. issued by the relevant authorities are inconsistent with the provisions laid down under this Code, then such amendment(s), clarification(s), circular(s) etc. shall prevail upon the provisions of this Code.

A7. CONCLUSION AND ASSISTANCE

All Designated Persons / Insiders are advised to familiarise themselves with the SEBI PIT Regulations and to comply with the same, as well as with the Code; both in letter and in spirit.

Designated Persons / Insiders are also advised to ensure compliance by their Immediate Relatives.

For any assistance, advice or clarification on any questions, doubts or difficulties that may arise in the interpretation of this Code, you may contact the following persons:

Sr. No.	Designation	Contact Number	Email Address
1.	Company Secretary and Compliance Officer	+91-22-6919 9999	cs@parasdefence.com

PART B — CODE OF CONDUCT FOR REGULATING, MONITORING AND REPORTING OF TRADING BY DESIGNATED PERSONS AND THEIR IMMEDIATE RELATIVES

(Framed under Regulation 9(1) of the SEBI PIT Regulations)

B1. ROLE OF COMPLIANCE OFFICER

Subject to the supervision and control of the Board of Directors, the Compliance Officer shall be responsible for:

(i). setting forth policies, procedures, monitoring adherence to the rules for the preservation and processing of Unpublished Price Sensitive information, pre-clearing of trades and monitoring of trades and the implementation of this Code.

(ii). reporting on insider trading to the Board of the Company and in particular, shall provide reports to the Chairman of the Audit Committee or to the Chairman of the Board at least once in a year.

(iii). seeking declaration to the effect that the applicant for pre-clearance is not in possession of any UPSI prior to approving any trade.

(iv). assisting and addressing all the clarifications of the Insiders, Designated Persons and their Immediate Relatives in relation to the SEBI PIT Regulations and this Code.

(v). Maintaining and preserving database of Designated Persons and any changes made therein, all disclosures and such other records, as required under this Code, for such periods as specified in this Code (including the 8-year retention requirement for the Structured Digital Database under Clause B5(v)).

(vi). regulating and monitoring the Trading Window Period of the Company.

(vii). reviewing and approving trading plan, in consultation with the Managing Director, and seek express undertaking with respect to the trading plan confirming that the Trading Plan does not or would not violate any regulation of the SEBI PIT Regulations.

(viii). notify trading plan to the Stock Exchanges where the securities of the Company are listed.

(ix). promptly report to the stock exchanges regarding violation of the regulations.

(x). to perform such duties/responsibilities and undertake such actions as may be directed by the Board of Directors or Audit & Compliance Committee in pursuance of SEBI PIT Regulations.

(xi). ensuring implementation of system-driven disclosures and coordination with depositories/stock exchanges, where applicable.

(xii). coordinating with the Designated Depository (NSDL or CDSL, as appointed by the Company) and the stock exchanges on which the Company's securities are listed, for implementation of the automated trading window closure mechanism (PAN-level freezing) under Clause 4 of Schedule B read with Regulation 9 of the SEBI PIT Regulations, including the timely upload, freezing, de-freezing and updating of details of Designated Persons and their Immediate Relatives, in accordance with applicable SEBI circulars in force from time to time.

B2. RESTRICTIONS ON COMMUNICATION AND PROCUREMENT OF UNPUBLISHED PRICE SENSITIVE INFORMATION

(i). No insider shall communicate, provide, or allow access to any Unpublished Price Sensitive Information relating to the Company or its 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.

(ii). No person shall procure from, or cause communication by any insider of Unpublished Price Sensitive Information, relating to the Company or its securities listed or proposed to be listed, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations. Such persons shall be informed of their duties and liabilities under the SEBI PIT Regulations.

(iii). Unpublished Price Sensitive Information shall be communicated by an Insider in the ordinary course of business, strictly on a need-to-know basis, and in accordance with the Company's Policy for Determination of Legitimate Purpose set out at Part C-2.

(iv). Any person in receipt of UPSI pursuant to a "legitimate purpose" shall be considered an "Insider" for purpose of this Code and SEBI PIT Regulation and due notice shall be given to such persons to maintain confidentiality of such Unpublished Price Sensitive Information in compliance with SEBI PIT Regulations

(v). All Insiders sharing UPSI must ensure that details of the persons/entities, including name and PAN or any other identifier authorized by law where PAN is not available, with whom UPSI is shared, is immediately provided to the Compliance Officer to enable maintenance of structured digital database as required under SEBI PIT Regulations.

(vi). No Designated Person shall pass on any information by way of making a recommendation for the purchase or sale of securities of the Company to any person.

(vii). Notwithstanding anything contained herein, Unpublished Price Sensitive Information may be communicated, provided, allowed access to or procured, in connection with a transaction which would entail:

a) an obligation to make an open offer under the takeover regulations where the Board is of informed opinion that sharing of such information is in the best interests of the Company

b) not attracting the obligation to make an open offer under the takeover regulations but where the Board is of informed opinion that sharing such information is in the best interests of the Company and the information that constitutes unpublished price sensitive information 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 may determine to be adequate and fair to cover all relevant and material facts.

For the purposes of this clause (vii), the Board 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 provided above and shall not otherwise trade in Securities of the Company when in possession of Unpublished Price Sensitive Information.

(viii). For the purposes of this Code, "Need to Know" shall mean:

a) that Unpublished Price Sensitive Information should be disclosed only to those within the Company who need the information to discharge their duty and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of the information; or

b) that all information that is not generally available, if directly received by any Employee, should immediately be reported to the Head of the Department.

(ix). There shall be limited access to confidential information. Files containing confidential information shall be kept secure. Computer files shall have adequate security of login, password and firewall protection.

(x). Designated Persons in the Company shall be governed by this Code.

B3. CHINESE WALLS

(i). Identification of Inside Areas and Public Areas: To prevent the misuse of confidential information, the Company shall establish procedures and processes which separate/demarcate those areas of the Company which routinely have access to Unpublished Price Sensitive Information, considered "*Inside Areas*", from other departments providing support services, considered "*Public Areas*".

(ii). The Designated Persons in an Inside Area shall not communicate any Unpublished Price Sensitive Information to anyone in a Public Area.

(iii). Even on a particular side of the Chinese Wall, Unpublished Price Sensitive Information may not be shared among Designated Persons or any other recipient of such information, except on a need-to-know basis.

(iv). In exceptional circumstances, persons from Public Areas may be brought "*over the wall*" and given confidential information strictly on "need-to-know basis". Upon the transmission of Unpublished Price Sensitive Information in the foregoing manner, the relevant person from the public area, if not already a Designated Person, will be deemed to be a Designated Person and shall become bound by this Code.

(v). Crossing the Chinese Wall: To complete or assist a particular mandate or assignment of an Inside Area of the Chinese Wall, assistance of Designated Persons in the Public Area may be required for discussion on or as a part of a team for such mandate or assignment. In such an instance, the Designated Persons in the Public Area would be considered as having "*Crossed the Chinese Wall*" and have come on the Inside Area of the Chinese Wall, only during the duration of the mandate/assignment. Approval of the Head of the concerned business must be obtained to Cross the Chinese Wall and such precautions taken, as may be stipulated. Such "*crossing of Chinese Wall*" should be reported to the Compliance Officer for records.

(vi). Responsibilities post Crossing of the Wall: While any Designated Persons from the Public Area is in the Inside Area after having crossed the Chinese Wall, he shall strictly maintain the confidentiality of the transaction or UPSI and will be subject to general principles governing confidentiality and the handling and use of Unpublished Price Sensitive Information.

(vii). Persons crossing the Chinese Wall shall be provided with only such information as is reasonably necessary and appropriate for him to accomplish the purpose for which the Chinese Wall is crossed from the Public Area to the Inside Area.

B4. TRADING WHEN IN POSSESSION OF UPSI

(i). No Insider shall trade in the securities of the Company when in possession of Unpublished Price Sensitive Information. Any trade carried out by an Insider while in possession of Unpublished Price Sensitive Information shall be presumed to have been motivated by the knowledge and awareness of such information in the possession of such Insider, unless such presumption is rebutted in accordance with the provisions of the SEBI PIT Regulations.

(ii). When a person trades in securities while in possession of UPSI, their trades would be presumed to have been motivated by the knowledge and awareness of such information in his possession.

(iii). In case of Connected Persons, the onus of establishing that they were not in possession of UPSI shall be on such Connected Persons; in all other cases, such onus shall be on the Company (acting through the Board), in accordance with Regulation 4(2) of the SEBI PIT Regulations.

(iv). An Insider may trade in the securities of the Company notwithstanding the possession of Unpublished Price Sensitive Information, provided that such trades are executed strictly in accordance with the provisions of the SEBI PIT Regulations and applicable law, including in the following instances:

a) Inter-se transfers between insiders who were in possession of the same Unpublished Price Sensitive Information, where both parties have made a conscious and informed trading decision, and such trades are executed off-market and reported in accordance with applicable regulations;
b) Transactions carried out through the block deal window mechanism between persons who were in possession of Unpublished Price Sensitive Information, without being in breach of this Code and both parties made a conscious and informed trade decision.
c) The transaction in question was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction;
d) Trade carried out pursuant to a Trading Plan formulated and approved in accordance with the provisions of this Code and the SEBI PIT Regulations;
e) Transaction undertaken pursuant to the exercise of stock options, in respect of which the exercise price was pre-determined in compliance with applicable regulations;
f) In the case of non-individual Insiders: (a) the individuals who were in possession of such Unpublished Price Sensitive Information were different from the individuals taking the trading decision, and such decision-making individuals were not in possession of such Unpublished Price Sensitive Information when they took the decision to trade; and (b) appropriate and adequate arrangements were in place to ensure that the SEBI PIT Regulations were not violated and no Unpublished Price Sensitive Information was communicated by the individuals possessing such information to the individuals taking the trading decision, and there is no evidence of such arrangements having been breached;
g) Any other transactions or circumstances as may be permitted under the SEBI PIT Regulations from time to time.

The above prohibition shall apply irrespective of whether trades are executed through any intermediary or otherwise.

B5. STRUCTURED DIGITAL DATABASE

(i). The Board shall ensure that a structured digital database is maintained containing the names of such persons or entities as the case may be with whom information is shared under this regulation along with the permanent account number or any other identifier authorized by law where permanent account number is not available. Such databases shall be maintained with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

(ii). The Compliance Officer shall maintain a structured digital database containing the nature of UPSI and names of persons/entities with whom the information is shared along with Permanent Account Number (PAN) or any identifier authorised by law where Permanent Account Number (PAN) is not available.

(iii). Entries in the structured digital database shall be made as follows:

a. where Unpublished Price Sensitive Information originates from within the Company, the entry shall be made as soon as the relevant person comes into possession of, or shares, such information; and
b. where Unpublished Price Sensitive Information is received by the Company from a source outside the Company (including from another listed entity, a counterparty, an advisor, or any other external source), the entry shall be made within 2 (two) calendar days of receipt of such information by the Company.

(iv). The database shall be maintained internally with adequate internal control and checks such as time stamping and audit trails to ensure non-tampering of the database.

(v). The data base shall be preserved for at least 08 (eight) years after completion of relevant transactions. In case of any investigation or enforcement proceedings, the relevant information shall be preserved till completion of such proceedings.

(vi). The Compliance Officer shall be responsible for ensuring maintenance and integrity of the structured digital database, verifying that entries are recorded accurately and in a timely manner and ensuring compliance with applicable regulatory requirements in relation to the structured digital database.

(vii). All persons sharing Unpublished Price Sensitive Information on behalf of the Company shall ensure that the details of such sharing are promptly reported to the Compliance Officer for inclusion in the structured digital database.

(viii). The Company shall ensure that the database is maintained with appropriate audit mechanisms and is capable of being produced before regulatory authorities, as and when required.

B6. INTERNAL CONTROLS AND PREVENTION OF INSIDER TRADING

(i). The Company shall ensure that all Unpublished Price Sensitive Information is identified and appropriately classified, access to such information is restricted on a need-to-know basis and confidentiality of such information is always maintained.

(ii). The Company shall identify employees and persons who have access to Unpublished Price Sensitive Information and designate them as Designated Persons, determine such designation based on role, function and access to UPSI and review the list of Designated Persons periodically.

(iii). The Company shall ensure that adequate restrictions are in place on communication or procurement of UPSI in accordance with this Code, access to UPSI is controlled through appropriate systems and processes and dissemination of UPSI is carried out strictly in compliance with the need-to-know principle.

(iv). The Company shall maintain confidentiality of UPSI through appropriate policies, procedures and safeguards, ensure that persons having access to UPSI are made aware of their duties and responsibilities under this Code and take necessary steps to ensure compliance with the provisions of the PIT Regulations.

(v). The Company shall establish a mechanism for periodic review of the internal control systems to evaluate their adequacy and effectiveness, monitoring of compliance with this Code and applicable laws and taking corrective actions where deficiencies are identified.

(vi). The Company shall ensure periodic testing and review of such internal controls and document the results of such review.

Role of Audit Committee:

The Audit Committee of the Board of Directors shall:

a) review compliance with the provisions of the regulations at least once in a financial year;
b) verify that the systems for internal control are adequate and operate effectively.

Responsibility of Compliance Officer:

The Compliance Officer shall:

a) ensure implementation of internal controls laid down under this Clause;
b) monitor adherence to such controls; and
c) report any material weaknesses or breaches to the Board of Directors or the Audit Committee, as appropriate.

B7. TRADING WINDOW

(i). Trading Window shall mean a notional trading window which shall be used as an instrument of monitoring trading by Designated Persons.

(ii). The Trading Window shall be closed when the Compliance Officer determines that a Designated Person or class of Designated Persons can reasonably be expected to have possession of Unpublished Price Sensitive Information. In case of financial results, trading window shall be closed from the end of every quarter. The timing for re-opening of the trading window shall be determined by the Compliance Officer taking into account various factors including the UPSI in question becoming generally available and being capable of assimilation by the market, which in any event shall not be earlier than 48 hours after the information becomes generally available.

(iii). Notwithstanding clause (ii) above, where the Unpublished Price Sensitive Information in question does not originate from within the Company, the trading window shall not be required to be closed in respect of such information, provided the Compliance Officer determines that the Designated Persons or class of Designated Persons concerned can reasonably be expected not to be in possession of such information. The Compliance Officer shall record in writing the basis for any such determination, and such record shall be preserved along with other records maintained under this Code.

(iv). When the trading window is closed, the Designated Persons and their Immediate Relatives shall not trade in Securities of the Company.

(v). All Designated Persons and their Immediate Relatives shall conduct their dealings in the securities of the Company only in a valid trading window as specified in (ii) and shall not deal in any transaction involving the purchase or sale of the Company's Securities during the periods when the Trading Window is closed.

(vi). The Compliance Officer shall intimate the closure of Trading Window to all the Designated Persons of the Company.

(vii). Trading shall not be permitted during trading window closure periods, irrespective of any prior pre-clearance obtained.

(viii). **Automated Implementation of Trading Window Closure (PAN-Freeze Mechanism)**

a) Pursuant to the framework prescribed by SEBI for restricting trading by Designated Persons through PAN-level freezing of securities, extended to Immediate Relatives of Designated Persons vide SEBI Circular No. SEBI/HO/ISD/ISD-PoD-2/P/CIR/2025/55 dated April 21, 2025, the Company shall implement automated closure of the trading window, at the time of declaration of financial results, by freezing the PAN of Designated Persons and their Immediate Relatives at the security level, through the Designated Depository.
b) Every Designated Person shall furnish to the Company the PAN and demat account details of their Immediate Relatives and shall keep such details updated at all times, to enable implementation of the freeze under sub-clause (a). Failure to furnish or update such details shall not absolve the Designated Person or Immediate Relative of the obligation to comply with trading window restrictions.
c) The Company shall upload the relevant PAN and demat account details of Designated Persons and their Immediate Relatives to the Designated Depository at least 2 (two) trading days prior to commencement of the trading window closure period.
d) Any addition or deletion of Designated Persons or their Immediate Relatives, or change in their underlying PAN/demat details, occurring during a closure period shall be intimated to the Designated Depository and given effect to within 2 (two) trading days of receipt of such intimation.
e) The Compliance Officer may, in accordance with Clause 4(3) of Schedule B, approve an exemption from the trading window restriction for a specific transaction; on grant of such exemption, the freeze shall be lifted for the relevant PAN only to the extent of, and for the duration of, the approved transaction, with the restriction automatically re-imposed thereafter.
f) Freezing and de-freezing of PAN under this clause shall ordinarily take effect after market hours. Settlement of pay-in/pay-out obligations on transactions undertaken before the freeze takes effect may be completed, squared off, or closed out as applicable.
g) This mechanism is in addition to, and does not dilute, the independent obligation of Designated Persons and their Immediate Relatives under this Code to refrain from trading during a trading window closure period, regardless of whether the PAN-freeze has been technically implemented in their case.

B8. PRE-CLEARANCES OF TRADE

(i). All Designated Persons and their Immediate Relative shall obtain prior approval ("Pre-clearance") from the Compliance Officer before undertaking any trade in the securities of the Company, where the value of the proposed transaction exceeds such threshold as may be prescribed by the Board or Compliance Officer from time to time.

(ii). An application for pre-clearance shall be made to the Compliance Officer in the prescribed format set out in Form IV annexed to Part B. Such application shall, inter alia, specify the estimated number and nature of securities proposed to be traded, the details of the depository with which he has a security account, whether the transaction is proposed to be executed by the Designated Person or their Immediate Relative and such other details as may be required by any rule made by the Company in this behalf.

(iii). The application shall be accompanied by an undertaking, as provided in Form IV, confirming that the applicant is not in possession of Unpublished Price Sensitive Information (UPSI).

(iv). The Compliance Officer shall not approve any proposed trade if the applicant is in possession of UPSI or such approval may result in contravention of the provisions of the SEBI PIT Regulations or this Code. Pre-clearance shall be granted subject to such conditions and restrictions as may be deemed appropriate by the Compliance Officer. In evaluating any such application, the Compliance Officer shall have regard to whether the declaration furnished by the applicant is reasonably capable of being rendered inaccurate, having regard to the applicant's role, recent transactions of the Company, and any other relevant circumstances known to the Compliance Officer.

(v). All Designated Persons and their Immediate Relatives shall execute their trade in respect of Securities of the Company within 7 (seven) Trading Days after the approval of pre-clearance is given. If the order is not executed within 7 (seven) Trading Days after the approval is given, the employee/ director must seek fresh pre-clearance of the transaction.

(vi). The Designated Person shall file within 2 (two) Trading Days of the execution of the trade, submit details of such deal with the Compliance Officer in the prescribed Form III or submit a Nil report in Form III where the approved transaction has not been executed.

(vii). No Designated Persons shall apply for pre-clearance of any proposed Trade by such Designated Person or his/her Immediate Relative, if such Designated Person or his/her Immediate Relative is in possession of Unpublished Price Sensitive Information even if the trading window is not closed.

(viii). The pre-clearance of trades shall not be required for a trade executed as per an approved trading plan.

B9. CONTRA TRADE RESTRICTION

(i). Designated Person who is a connected person of the Company and is permitted to trade in securities of the Company shall not enter into a contra trade i.e. purchase followed by sale or sale followed by purchase of securities of the Company during the next 6 (six) months following the prior transaction.

(ii). The restriction on contra trades shall apply collectively to trades undertaken by the Designated Person and their Immediate Relatives, calculated on a date-wise basis, irrespective of the number of securities transacted and applied across all forms of trading, including on-market and off-market transactions.

(iii). In case the contra trade is necessitated by emergency, the Compliance Officer may waive the holding period after recording in writing reasons in this regard provided such waiver does not violate the Insider Trading Regulation. However, no such sale will be permitted when the trading window is closed.

(iv). In case of any 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 Securities and Exchange Board of India for credit to the Investor Protection and Education Fund administered by the Securities and Exchange Board of India under the Securities and Exchange Board of India Act, 1992, as amended. Provided that this shall not be applicable for trades pursuant to exercise of stock options.

B10. TRADING PLANS

(i). 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 their behalf in accordance with such plan. The application for a trading plan shall be given as per the format given in **Form-I** along with the undertaking. The letter of intimation of approval of trading plan shall be given as per the format given in **Form-II.**

(ii). Trading plans shall:

a) not entail commencement of trading on behalf of the Insider earlier than 120 (one hundred and twenty) calendar days from the date of public disclosure of the plan;

b) set out, for each trade under the plan: (1) either the value of the trade to be effected or the number of securities to be traded; (2) the nature of the trade, i.e. whether it is a buy or a sell; and (3) either a specific date, or a time period not exceeding 5 (five) consecutive trading days, within which such trade shall be executed;

c) not entail overlap of any period for which another trading plan is already in existence;

d) at the option of the Insider, may specify an upper price limit for a buy trade and/or a lower price limit for a sell trade, provided such price limit shall be within a range of 20% (twenty per cent) of the closing price of the security on the trading day immediately preceding the date of submission of the trading plan, rounded off to the nearest numeral. Where such a price limit is specified, the relevant trade shall be executed only if the prevailing price of the security is within such limit, failing which the trade shall not be executed.

e) not entail trading in securities for market abuse.

(iii). The Compliance Officer shall review the trading plan and shall assess whether the plan would have any potential for violation of the SEBI PIT Regulations and shall be entitled to take express undertakings as may be necessary to enable such assessment and to approve or reject the trading plan within 2 (two) trading days of receipt thereof. Pre-clearance of trades shall not be required for a trade executed as per an approved trading plan and trading window norms shall not apply to trades carried out in accordance with an approved trading plan. The restriction on contra trades under Clause B9 shall, however, continue to apply, without exception, to trades carried out pursuant to an approved trading plan.

(iv). Upon approval of a Trading Plan, the Compliance Officer may permit corresponding adjustments to the plan on account of a bonus issue or stock split occurring after such approval, and shall promptly report any such adjustment to the stock exchange(s) on which the Company's securities are listed.

(v). The Trading Plan, once approved, shall be irrevocable, and the Insider shall mandatorily implement the plan without being entitled to either deviate from it or execute any trade outside its scope, except due to permanent incapacity (including death), bankruptcy, operation of law, or inadequate liquidity in the scrip. The implementation of the trading plan shall not commence if, at the time of formulation of the plan, the Insider is in possession of UPSI which has not become generally available at the time of commencement; commencement shall be deferred until such UPSI becomes generally available. For the avoidance of doubt, where a new UPSI arises after the formulation of the trading plan which was not in existence at the time of formulation, such new UPSI shall not prevent or defer the execution of trades under the approved trading plan, and trades may be carried out as per the plan even if such new UPSI has not become generally available.

(vi). In case of non-implementation, in full or in part, of an approved Trading Plan, including on account of the price of the security falling outside a price limit specified under clause (ii) above, or inadequate liquidity in the scrip, the Insider shall, within 2 (two) trading days of the end of the tenure of the trading plan, inform the Compliance Officer of such non-implementation, together with reasons and supporting documents. The Compliance Officer shall present the matter, along with a recommendation, to the Audit Committee at its next meeting, and the Audit Committee shall determine whether such non-implementation was bona fide. The Compliance Officer shall notify the stock exchange(s) of the Audit Committee's decision on the same day as such decision is made. Where the Audit Committee does not accept the Insider's explanation, the Compliance Officer shall take appropriate action in accordance with Part A of this Code.

(vii). Upon approval of the trading plan, the Compliance Officer shall, on the same day as such approval, notify the approved trading plan to the stock exchange(s) on which the securities are listed.

(viii). An insider is required to intimate the Compliance Officer regarding the execution of each transaction under the trading plan within 2 (two) trading days of such transaction, in the format provided in Form- III.

B11. REPORTING REQUIREMENTS FOR TRANSACTIONS IN SECURITIES

(i). Initial Disclosure

a) 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/her holding of Securities of the Company as on the date of appointment or becoming a Promoter, to the Company within 7 (Seven) days of such appointment or becoming a promoter in the prescribed **Form B** annexed to this Code.

(ii). Continual Disclosure

a) 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 2 (two) working 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 more than Rs. 10 lakhs or such other value as may be specified as per format of **Form C** annexed to this Code;

b) The Company shall notify the particulars of such trading to the stock exchange on which the securities are listed within 2 (two) trading days of receipt of the disclosure or from becoming aware of such information.

Explanation: Subsequent disclosures shall be required each time the cumulative value of transactions executed after the prior disclosure exceeds the threshold specified above.

(iii). Disclosure by other connected persons:

a) The Company may, at its discretion, require any other connected person or class of connected persons to provide necessary disclosures and execute an undertaking prior to the receipt of any Unpublished Price Sensitive Information ("UPSI") or prior to such person being designated as an Insider. Such undertaking shall be in the format prescribed under **Form VI** annexed to this Code.

The Company may, at its discretion require any other connected person or class of connected persons to make disclosures of holdings and trading in securities of the company at such frequency as may be determined by the Board of Directors of the company in order to monitor compliance with the Insider Trading Regulation as per format of **Form D** annexed to this Code.

(iv). **Disclosure of off-market trades:**

The transactions which are off-market inter-se transfer among Insiders who are in possession of same UPSI in terms of Reg. 4(1)(i) of the SEBI PIT Regulations shall report such transaction to the Company within 2 trading days. The Company shall notify the particulars of such trades within 2 trading days to the stock exchanges from the receipt of disclosure or becoming aware of such information.

(v). **Disclosures by Designated Persons:**

a) **Annual Disclosure:**

Designated Persons shall disclose on an annual basis, and as and when the information changes, following information of their immediate relatives and the persons with whom such designated person(s) shares a material financial relationship:

• Names
• Permanent Account Number
• Phone, mobile and cell numbers which are used by them

This disclosure shall be made in the format set out in Form V.

b) **One-time disclosure:**

The Designated Persons shall disclose to the Company the names of the educational institutions from which designated persons graduated and the names of their past employers on a one-time basis.

(vi). **General**

a) The Compliance Officer shall maintain records of all declarations/undertakings/forms received under this Code, including those referred to in Clause 15(v), for a period of five (5) years.

b) The Compliance Officer shall take steps for disclosures required under this Code also be made through electronic filing in accordance with the system devised by the stock exchanges (System Driven Disclosures).

PART C — CODE OF PRACTICES AND PROCEDURES FOR FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION

(Framed under Regulation 8(1) of the SEBI PIT Regulations)

C1. PRINCIPLES OF FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION

Pursuant to Regulation 8(1) of the SEBI PIT Regulations, as amended from time to time, Paras Defence and Space Technologies Limited ("the Company") shall follow the following principles and procedures for fair disclosure of Unpublished Price Sensitive Information (UPSI):

1. The Company shall make prompt public disclosure of Unpublished Price Sensitive Information that

would impact price discovery, no sooner than credible and concrete information comes into being, in order to make such information generally available.

2. The Company shall disclose Unpublished Price Sensitive Information in a universal and uniform manner to avoid selective disclosure of such information.

3. The Chief Financial Officer (CFO) shall be designated as the Chief Investor Relations Officer ("CIRO") of the Company for the purposes of this Code and Schedule A of the SEBI PIT Regulations and shall deal with the dissemination of information and disclosure of Unpublished Price Sensitive Information. The Board of Directors may, from time to time, designate any other senior officer of the Company as the CIRO in place of the Chief Financial Officer. Where the CIRO and the Compliance Officer are different individuals, both shall be jointly and severally responsible for ensuring compliance with this Code in respect of overlapping functions.

4. The Company shall ensure prompt dissemination of Unpublished Price Sensitive Information that gets disclosed selectively, inadvertently or otherwise, so that such information is made generally available.

5. The Company shall provide appropriate and fair response to queries on news reports and requests for verification of market rumours by regulatory authorities.

6. The Company shall ensure that information shared with analysts and research personnel is not Unpublished Price Sensitive Information.

7. The Company shall take reasonable steps, to make transcripts or records of proceedings of meetings with analysts and other investor relations conferences on the official website to ensure official confirmation and documentation of disclosures made.

8. The Company shall handle the Unpublished Price Sensitive Information on a "need to know" basis, i.e. no UPSI shall be communicated to any person except in furtherance of the legitimate purposes, performance of duties or discharge of his legal obligations.

9. Disclosure or dissemination of Unpublished Price Sensitive Information with special reference to analysts, media persons and institutional investors shall be governed by the following guidelines:
   a) Only information that is generally available shall be provided to analysts, media persons and institutional investors.
   b) Unanticipated questions may be taken on notice and a considered response given later. If the answer includes Unpublished Price Sensitive Information, a public announcement should be made before responding.
   c) Simultaneous release of information after every such meeting.

10. Where Unpublished Price Sensitive Information is received by the Company from a source outside the Company, the CIRO, in consultation with the Compliance Officer, shall assess whether Designated Persons are reasonably likely to be in possession of such information, for the purpose of determining trading window applicability under Clause B7(iii) of Part B, and shall ensure that such information is recorded in the structured digital database within 2 (two) calendar days of receipt, in accordance with Clause B5(ii) of Part B.

11. Where disclosure of Unpublished Price Sensitive Information is required to be made to any person in the course of a transaction, such disclosure shall be made on a "need to know" basis. Any such disclosure shall be made in accordance with the Insider Trading Regulations. The following process shall be followed in bringing persons to whom Unpublished Price Sensitive Information is disclosed as 'insiders':
    a) All such persons shall be required to enter into agreements to contract confidentiality and non-disclosure obligations, in accordance with regulation 3(4) of the SEBI PIT Regulations;

b) The Compliance Officer shall explain to all such persons the obligations and consequences of breach of obligations set out in the Insider Trading Regulations.
c) The Compliance Officer shall maintain a list of all persons brought in as 'insiders' pursuant to this Code.

C2. POLICY FOR DETERMINATION OF LEGITIMATE PURPOSES

The sharing of UPSI by an Insider shall be deemed to be for "Legitimate Purpose" if it satisfies the following criteria:

1. The UPSI shall be shared strictly on `need to know' basis.

2. Such sharing of UPSI shall be in the ordinary course of business such as performance of duties, discharge of legal obligations, etc. 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 SEBI PIT Regulations or this Code.

3. The Insider shall share the UPSI with external agencies only in the interest of the Company and/or in compliance with the requirements of law, including SEBI PIT Regulations.

4. Any person in receipt of UPSI pursuant to a legitimate purpose shall be considered an "Insider" and due notice shall be given to such person to maintain confidentiality of UPSI.

5. All Insiders shall ensure non-disclosure or confidentiality agreements with the persons with whom UPSI is shared and the duties and responsibilities of such person with respect to such UPSI and the liabilities involved in case of misuses or breach of this Code.

6. The following is a Company-developed illustrative (non-exhaustive) list of circumstances that would generally qualify as Legitimate Purpose, provided the criteria at paragraphs 1–5 above is satisfied. This list does not represent SEBI's prescribed categories and should not be treated as exhaustive:

   ILLUSTRATIVE LIST OF LEGITIMATE PURPOSE

a. Under any proceedings or pursuant to any order of courts or tribunals;

   Example: National Company Law Tribunal, National Company Law Appellate Tribunal, Quasi-judicial authority, Other Appellate Tribunals, Arbitration Proceedings, etc.

b. For investigation or inquiry or review (internal or external) or request for information by statutory or governmental authorities or any other administrative body recognized by law;

   Example: Any call for information or query received from Ministry of Corporate Affairs, Income Tax Authority, SEBI, Stock exchanges, Reserve Bank of India, Sectoral Regulatory Body, etc.

c. In compliance with applicable laws, regulations, rules and requirements;

d. *Example: Company Law, Securities Law, Income Tax Law, Banking Law, etc.*

e. Arising out of any contractual obligations entered by the Company set forth in any contract, agreement, arrangement, settlement, understanding or undertaking;

f. Sharing the information with intermediaries and fiduciaries such as auditors, merchant bankers, management consultants, partners, collaborators or other advisors or consultants;

g. For the purpose of legal, financial or any other professional advice to be obtained or for accounting or audit or for defense to be prepared for litigation or dispute resolution;

h. The transaction referred to above may include acquisitions, merger, amalgamations or any other corporate restructuring, seeking advice in relation to legal aspects involved in such transactions including carrying due diligence of Target/ Merging Companies or seeking advice on commercial aspects including structuring or valuation of such transactions;

i. The information that constitutes UPSI needs to be made Generally available information at least two trading days prior to the proposed transaction being effected in such form as is adequate and fair to cover all relevant and material facts.

j. Sharing financial information for preparation of consolidated financial statements of holding company;

k. Sharing information with statutory auditors, secretarial auditors, internal auditors or cost auditors in the course of performance of their duties or otherwise while obtaining any certificate, comfort or confirmation required from them, including for placing any transaction for approval before the Board;

l. For all those activities done by the Company in furtherance of its objects as listed in its memorandum of association.

ANNEXURE TO PART B — FORMS

The following forms are prescribed for use under Part B (Code of Conduct) of this Code. Forms I, II, III, IV, V and VI are forms devised by the Company; Forms B, C and D reproduce the formats prescribed by SEBI under the SEBI PIT Regulations.
FORM- I

FORM I- APPLICATION FOR APPROVAL OF TRADING PLAN

FORM I
APPLICATION FOR APPROVAL OF TRADING PLAN

Pursuant to the SEBI PIT Regulations and the Company's "Code of Conduct for Regulating, Monitoring and Reporting of Trading by Designated Persons and their Immediate Relatives" (Part B of this Code)

To
The Compliance Officer
Paras Defence and Space Technologies Limited
D-112, TTC, Industrial Area, MIDC, Nerul
Navi Mumbai- 400706

Dear Sir/Madam,

Pursuant to SEBI (Prohibition of Insider Trading) Regulations 2015, as amended, and the Company's "Code of Conduct for Regulating, Monitoring and Reporting of Trading by Designated Persons and their Immediate Relatives' (Part B of this Code)", I seek approval for trading plan for trading in Securities of Paras Defence and Space Technologies Limited (give description) as per the details given below:

Name of the Designated Person :
Designation :
Department :
PAN :
Email ID :
Date of Joining/ becoming the Insider :

Particulars of proposed transactions:

Sr. No.	No. of Securities held (including that of the Immediate Relative as on the date of application)	Folio No. / DP ID & Client ID	Nature of new Transaction (acquisition/disposal or otherwise) for which approval is sought	Estimated number of Securities to be dealt
1	2	3	4	5

Estimated consideration value	Whether proposed transaction under self name or by Immediate Relative	Name of the Immediate Relative, if the transaction is made by Immediate Relative(s)	Proposed Date of Trades/ Date of Allotment	Previous approval no. and date of purchase/allotment
6	7	8	9	10

UNDERTAKING

In this connection, I understand that that public disclosure of the above mentioned Trading Plan would be made by Paras Defence and Space Technologies Limited to Stock Exchanges. I further confirm and declare that:

a) I do not have access to, and have not received, any Unpublished Price Sensitive Information up to the time of signing this undertaking;
b) the trading plan, once approved, shall be irrevocable, and I shall mandatorily implement it without deviation or trading outside its scope, except due to permanent incapacity, bankruptcy, operation of law, or inadequate liquidity in the scrip;
c) implementation of the trading plan shall not commence if I am in possession of UPSI at the time of formulation which has not become generally available at the time of commencement;
d) trading shall not commence earlier than 120 calendar days from the date of public disclosure of the plan;
e) the plan shall set out, for each trade, either the value of the trade or the number of securities, the nature of the trade, and either a specific date or a time period not exceeding 5 consecutive trading days for execution, together with any price limit I choose to specify within the permitted 20% range;
f) the plan shall not overlap with any period for which another trading plan is already in existence;
g) the plan shall not entail trading in securities for market abuse;
h) the contra-trade restriction under Part B of this Code shall continue to apply, without exception, to trades executed under this plan;
i) I have not contravened Part B of this Code;
j) I am aware that I shall face penal consequences, including disciplinary action, under this Code if the above declarations are found misleading or incorrect; and
k) I have made a full and true disclosure in this matter.

Approval for the Trading Plan may kindly be accorded in terms of Part B of this Code.

Yours faithfully,

____
Signature
Name: Place:
Designation: Date:

FOR OFFICE USE ONLY

Serial number of the application received:
Date & time of receipt of the Application:
Date & time of communication of the approval or otherwise for Trading Plan:
Reasons for not approving Trading Plan:
Signature of the Compliance Officer/ Authorised Officer

FORM II — LETTER OF INTIMATION OF TRADING PLAN / PRE-CLEARANCE

<u>FORM- II</u>

<u>LETTER OF INTIMATION OF TRADING PLAN / PRE-CLEARANCE</u>

Name…….

Employee No. …….

Designation………..

Dear Sir/Madam,

With reference to your application seeking approval for undertaking transactions in Securities detailed therein, please be informed that you are hereby authorised/not authorised to undertake the transaction(s) as detailed in your said application for approval of Trading Plan/ Pre-clearance.

Kindly note that in terms of Part B of this Code:-

(i) In case of approval of Trading Plan, such plan shall be irrevocable and you have to mandatorily 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 except due to permanent incapacity or bankruptcy or operation of law.

(ii) in case of pre-clearance, the above mentioned transaction is to be completed within i.e. within seven trading days of the pre-clearance.

This approval (if any) is being issued to you based on the various declarations, representations and warranties made by you in your said application.

Further, you are required to file the details of the executed transactions in the attached format (Form-III) within two {2} trading days from the date of transaction/trade. In case of pre-clearance, the above sanction automatically stands withdrawn if subsequently the trading window is declared closed involving the period of sanction therein. The Securities shall be held for a minimum holding period, if any specified in the CODE/Regulations.

For and on behalf of **Paras Defence and Space Technologies Limited**
Compliance Office/ Authorised Person

Enclosed: Form III

FORM III — DISCLOSURE OF PRE-CLEARED / TRADING PLAN TRANSACTIONS

FORM- III

FORMAT FOR DISCLOSURE OF PRE-CLEARED/ TRADING PLAN TRANSACTIONS
(To be submitted within two trading days of transaction/non-execution of pre-clearance trade/trading plan trade)

Date:

To
The Compliance Officer
Paras Defence and Space Technologies Limited
D-112, TTC, Industrial Area, MIDC,
Nerul, Navi Mumbai - 400706

Dear Sir/Madam,

DETAILS OF APPROVAL

Particulars	**Details**
Approval Type	☐ Pre-clearance ☐ Trading Plan
Approval Reference No.	
Date of Approval	

I hereby inform that:
(tick the appropriate box, whichever is applicable)

☐ I have not executed the pre-cleared trade **(Nil Report)**

or

☐ I executed the following transaction:-

Name of Holder (DP/ Relative)	**Relationship**	**PAN**	**Nature of Transaction (acquisition/disposal or otherwise)**	**Number of Securities**
1	**2**	**3**	**4**	**5**
Price (₹)	**Consideration Value (Rs.)**	**Date of Trade**	**DP ID/Client ID (electronic form) or Folio no. for physical where the Securities will be debited or credited**	**Mode Of Transaction** ☐ Market ☐ Off-market ☐ ESOP ☐Inter-se transfer ☐Others (specify): ______________
6	**7**	**8**	**9**	**10**

DECLARATION & UNDERTAKING

a. I hereby confirm and declare that the above transaction(s) has/have been executed in compliance with the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct.
b. I was not in possession of Unpublished Price Sensitive Information (UPSI) at the time of execution of the trade(s).
c. I have complied with the provisions relating to Trading Window restrictions and Pre-clearance requirements / Trading Plan (as applicable).
d. I understand that contra trade restrictions shall apply, wherever applicable.
e. I undertake to preserve the following documents for a minimum period of 5 (Five) years and produce to the Compliance Officer/SEBI as and when required:
   - Broker's contract note
   - Proof of payment to/from brokers
   - Extract of bank passbook/statement (to be submitted in case of demat transactions).
   - Copy of Delivery instruction slip (applicable in case of sale transaction)

I confirm that the particulars furnished above are true, complete and accurate.

Yours truly,

Signature: ____________________
Name: __________________
Emp. No: ________________
Department/Div.

**Strike out whichever is not applicable.*

FORM- IV

APPLICATION FOR PRE-CLEARANCE OF TRADES

To
The Compliance Officer
Paras Defence and Space Technologies Limited
D-112, TTC, Industrial Area, MIDC, Nerul
Navi Mumbai- 400706

Dear Sir/Madam,

Pursuant to SEBI (Prohibition of Insider Trading) Regulations 2015, as amended, and the Company's "Code of Conduct for Regulating, Monitoring and Reporting of Trading by Insiders", I seek approval for trading plan for trading in Securities of Paras Defence and Space Technologies Limited (give description) as per the details given below:

Name of the Designated Person	:
Designation	:
Department	:
PAN	:
Email ID	:
Date of Joining/ becoming the Insider	:

Sr. No.	Securities held (including that of the Immediate Relative as on the date of application)	Folio No. / DP ID & Client ID	Nature of new Transaction (acquisition/ disposal or otherwise) for which approval is sought	Estimated number of Securities to be dealt
1	2	3	4	5

Estimated consideration value	Whether proposed transaction under self-name or by Immediate Relative	Name of the Immediate Relative, if the transaction is made by Immediate Relative(s)	Proposed Date of Trades/ Date of Allotment	Previous approval no. and date of purchase/allotment
6	7	8	9	10

UNDERTAKING

In this connection I confirm and declare that:

i. I do not have access and/or have not received any "Unpublished Price Sensitive Information" up to the time of signing this undertaking;
ii. In case I have access to or receive " Unpublished Price Sensitive Information" after the signing of the undertaking but before the execution of the transaction, I shall immediately inform the Compliance Officer of any change in my position and that I shall refrain from Dealing in Securities till the time such information becomes public;
iii. I have not contravened the provisions of the SEBI PIT Regulations and the Company's Code of Conduct
iv. I undertake to submit the necessary report within two days of execution of the transaction/a 'Nil'

report if the transaction is not undertaken.

v. I am aware that I shall be liable to face penal consequences as set forth in the CODE including disciplinary action under the CODE of the Company, in case the above declarations are found to be misleading or incorrect at any time.

vi. I hereby undertake not to transact in Securities in the sanctioned period in case trading window is declared closed subsequently.

vii. I shall comply with the provisions relating to contra trade restrictions, if applicable.

Yours faithfully,

____

Signature

Name: Place:

Designation: Date:

FOR OFFICE USE ONLY

Serial number of the application received:
Date & time of receipt of the Application:
Date & time of communication of the approval or otherwise for Trading Plan:
Reasons for not approving Trading Plan:
Signature of the Compliance Officer/ Authorised Officer

FORM V — ANNUAL / ONE-TIME DISCLOSURE BY DESIGNATED PERSONS

FORM - V

ANNUAL DISCLOSURE OF DETAILS PURSUANT TO PART B OF THIS CODE

Date:

To
The Compliance Officer
Paras Defence and Space Technologies Limited
D-112, TTC, Industrial Area, MIDC, Nerul
Navi Mumbai- 400706

Dear Sir/ Madam,
Pursuant to personnel information required under Code of Conduct to regulate, monitor and report trading by Designated Person of the Company, please find below my personnel details for your perusal:

Name of Individual*	:	
Permanent Account Number (PAN) *	:	
If not PAN No, Any other Identifier No. *	:	
Current Designation*	:	
Date of Birth (DOB)		
Permanent Address*	:	
Corresponding Address* *(Write NA if same as Permanent Address)*	:	
Email ID*	:	
Mobile No. *	:	
Demat A/c No. *(Multiple account details may be given)*	:	
No. of Shares held in the Company*	:	

Mandatory

Following are my RELATIVES and the person with whom, I share MATERIAL FINANCIAL RELATIONSHIP:

Sr. No.	**Type*** (Relative /Financial)	**Relationship***	**Name***	**PAN***	**If not PAN No, Any other Identifier No.**
A	**B**	**C**	**D**	**E**	**F**
1.					
2.					

Residential Address*	Mobile No. *	Email ID*	Demat A/c No.	No. of Shares held in the Company*
G	H	I	J	K

**Mandatory*

I/ We hereby confirm that

- in event of any change in the information provided as above, I shall immediately file a fresh disclosure in this regard.
- to adhere to the requirements and standards of this Code of Conducts and SEBI Insider Trading Regulation, 2015 and amendments, circulars or guidelines thereto.
- all the information as provided above to the best of my knowledge and belief and I understand that I subject myself to disciplinary action in the event that the above facts are found to be falsified.
- all the information received by me/us whether, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code of the Company shall be maintained confidentially and be shared only for legitimate purpose with prior written consent of the Company in the said matter and ensure handling only on need-to-know basis.
- not to engage in trading^ of any shares or securities of the Company unless a Trading Plan shall be formulated and presented to the Compliance Officer for approval and public disclosure, pursuant to which trades may be carried out in accordance with such plan.

____

Signature

Place:

Date:

Please attach self-attested copy of PAN

Notes:

"Relative" *shall mean the following:*

(a) Your spouse (husband or wife).
(b) Your parents and your spouse's parents.
(c) Your siblings (brothers or sisters) and your spouse's siblings.
(d) Your children and your spouse's children.
(e) The spouse of your sibling.
(f) The spouse of your child.

For the purpose of this disclosure, a relative is someone who either relies on you financially or asks for your advice when making decisions about buying or selling securities (stocks, bonds, etc.).

"Material Financial Relationship" *shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from a designated person during the immediately preceding twelve months, equivalent to at least 25% of the annual income of such designated person but shall exclude relationships in which the payment is based on arm's length transactions.*

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

"Trading Plan"- *The Trading Plan allows persons who may be perpetually in possession of UPSI to trade in securities in a compliant manner. This enables insiders to formulate a trading plan for trades to be executed in the future, ensuring that trades made under the plan, which were pre-decided before the possession of UPSI, can be carried out without breaching SEBI regulations.*

FORM VI

UNDERTAKING FOR PREVENTION OF INSIDER TRADING BY CONNECTED PERSON
(Pursuant to Prohibition of Insider Trading Regulations, 2015)

To,
Compliance Officer
Paras Defence and Space Technologies Limited
D-112, TTC Industrial Area, MIDC, Nerul,
Navi Mumbai – 400706

Name of the Insider	:	
PAN	:	
Role in Company (Consultant/Employee/Insider)	:	
Employee ID/ Organisation Name (whichever applicable)	:	
Current Designation	:	
Address	:	
Email ID	:	

In case the recipient is an Organisation:

Sr. No.	Name of Affiliates	PAN of Affiliates
1.		

Dear Sir/ Madam,

I hereby give notice and affirm that I (select one):

☐ Do not possess any shares/securities of the Company together with my relative, or

☐ Hold shares/securities of the Company together with my relative, as detailed below:

Sr. No.	Transaction (Sale / Purchase)	No. of Shares or Securities Held	Folio No. / DP ID & Client ID
1.			

I hereby undertake and confirm:

a. That I do not possess or have received any **Unpublished Price Sensitive Information (UPSI)** up to the time of signing this undertaking.
b. That I have not misused the UPSI for trading in any of the shares or securities of the Company when in possession of UPSI.
c. That, in case after the signing of this undertaking, I obtain access to or receive any UPSI, I will completely refrain from trading in the shares or securities of the Company until the time such UPSI becomes public.
d. That I will not share or exchange any UPSI with any person (including family, friends, colleagues, or other connected persons) unless it is necessary for a legitimate business purpose, as defined in the Company's **Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information**.
e. That I have not contravened the **Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information** of the Company, as amended or notified by the Company from time to time.

f. That I will inform the Compliance Officer of any changes in my shareholding, or in the event of any proposed transaction in the securities of the Company, prior to executing such transaction. If I am in possession of UPSI at the time, I will refrain from engaging in the transaction until such information becomes public.
g. That I understand that in the event of any unfair advantage gained or misuse of UPSI, I will be fully responsible and liable for stricter actions by the Company and the Securities and Exchange Board of India (SEBI).
h. That I have provided this undertaking in a true and fair manner.

Signature:
Name Date
Designation Place

Notes:

"Relative" *shall mean the following:*
(a) Your spouse (husband or wife).
(b) Your parents and your spouse's parents.
(c) Your siblings (brothers or sisters) and your spouse's siblings.
(d) Your children and your spouse's children.
(e) The spouse of your sibling.
(f) The spouse of your child.

FORM B — SEBI-PRESCRIBED FORMAT: INITIAL DISCLOSURE

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: Paras Defence and Space Technologies Limited
ISIN of the Company: INE045601023

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 No., CIN/DIN & address with contact nos.	Category of Person (Promoters/ KMP /Directors/ Member of Promoter Group/ Immediate relatives/ others etc.)	Date of appointment of Director /KMP OR Date of becoming Promoter/ member of Promoter Group	Securities held at the time of becoming Promoter/appointment of Director/KMP		
			Type of security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	No.	% of Shareholding
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 Key Managerial Personnel (KMP) or Director or upon becoming Promoter of a listed company and other such persons as mentioned in Regulation 6(2).

Open Interest of the Future contracts held as on the date of regulation coming into force			Open Interest of the Option Contracts held as on the date of regulation coming into force		
Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
7	8	9	10	11	12

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

Signature:
Name Date
Designation Place

FORM C — SEBI-PRESCRIBED FORMAT: CONTINUAL DISCLOSURE

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

Name of the Company: Paras Defence and Space Technologies Limited
ISIN of the Company: INE045601023

Details of change in holding of Securities of Promoter, Designated 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/ member of Promoter Group/ KMP/Directors/ Immediate Relatives / 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 e.g.– Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	Type of security (For e.g. –Shares, Warrants, Convertible Debentures, Etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revoke/ Invoke)	Type of security (For e.g. – Shares, Warrants, 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, as amended*

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.

Signature:
Name Date
Designation Place

FORM D — SEBI-PRESCRIBED FORMAT: TRANSACTIONS BY OTHER CONNECTED PERSONS

<u>FORM D (Indicative format)</u>
<u>SEBI (Prohibition of Insider Trading) Regulations, 2015</u>
<u>Regulation 7(3) – Transactions by Other Connected Persons as identified by the Company</u>

Name of Company: Paras Defence and Space Technologies Limited
ISIN of the Company: INE045601023

Details of trading in securities by other connected persons as identified by the Company:

Name, PAN, CIN/DIN, & address with contact nos. of other connected persons as identified by the Company	Connection with Company	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 e.g. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	Type of security (For e.g. – Shares, Warrants, Convertible Debentures Etc.)	No	Value	Transaction Type (Buy/ Sale/ Pledge / Revoke/ Invoke)	Type of security (For e.g. – Shares, Warrants, 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, as amended.*

Details of trading in derivatives by other connected persons as identified by the company:

<table>
<tr><td colspan="6">Trading in derivatives (Specify type of contract, Futures or Options etc.)</td><td rowspan="3">Exchange on which the trade was executed</td></tr>
<tr><td rowspan="2">Type of contract</td><td rowspan="2">Contract specifications</td><td colspan="2">Buy</td><td colspan="2">Sell</td></tr>
<tr><td>Notional Value</td><td>Number of units (contracts * lot size)</td><td>Notional Value</td><td>Number of units (contracts * lot size)</td></tr>
<tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
</table>

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

Signature:
Name Date
Designation Place