PAJSON AGRO INDIA LIMITED

Code of Conduct to Regulate, Monitor and Report Trading by its Designated Persons and Immediate Relatives of the Designated Persons

Dated: 02.11.2026

PAJSON AGRO INDIA LIMITED

1. INTRODUCTION

1.1 This **Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons and Immediate Relatives of Designated Persons** (hereinafter referred to as the **"PIT Code"**) has been adopted by the Board of Directors of **Pajson Agro India Limited** (formerly known as Pajson Agro India Private Limited) (hereinafter referred to as the **"Company"**) pursuant to Regulation 9 of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time (hereinafter referred to as the **"PIT Regulations"**).

1.2 The PIT Code sets out the principles, procedures and requirements to be followed by the Directors, Designated Persons, their Immediate Relatives and such other persons to whom the provisions of the PIT Regulations are applicable, for regulating, monitoring and reporting trading in the securities of the Company and for preventing insider trading.

1.3 The PIT Code shall come into force with effect from the date of its approval by the Board of Directors of the Company and shall remain in force until amended, modified or replaced by the Board from time to time. Any amendment or modification to the PIT Code shall be effective from such date as may be specified by the Board or as otherwise notified by the Company.

2. DEFINITIONS

2.1 **"Act"** shall mean the Securities and Exchange Board of India Act, 1992, as amended from time to time.

2.2 **"Audit Committee"** shall mean the Committee of the Board of the Company constituted pursuant to Section 177 of the Companies Act, 2013 read with Regulation 18 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

2.3 **"Board"** shall mean the Board of Directors of the Company.

2.4 **"Company"** shall mean Pajson Agro India Limited (formerly known as Pajson Agro India Private Limited).

2.5 **"Compliance Officer"** shall mean the Chief Compliance Officer and Company Secretary of the Company

2.6 **"Connected Person"** shall mean:

(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:

(i) by reason of frequent communication with its officers; or

(ii) by being in any contractual, fiduciary or employment relationship; or

(iii) by being a director, officer or an employee of the Company; or

(iv) by holding 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; and

(b) without prejudice to the generality of the foregoing, the persons falling within the following categories, who shall be deemed to be Connected Persons unless the contrary is established:

(i) a relative of Connected Persons specified in clause (a) above; or

(ii) a holding company or associate company or subsidiary company; or

(iii) an intermediary as specified in Section 12 of the Act or an employee or director thereof; or

(iv) an investment company, trustee company, asset management company or an employee or director thereof; or

(v) an official of a stock exchange or of a clearing house or clearing corporation; or

(vi) a member of the 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 an employee thereof; or

(vii) a member of the board of directors or an employee of a public financial institution as defined in Section 2(72) of the Companies Act, 2013; or

(viii) an official or an employee of a self-regulatory organisation recognised or authorised by the Securities and Exchange Board of India ("SEBI"); or

(ix) a banker of the Company; or

(x) 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; or

(xi) a firm or its partner or its employee in which a Connected Person specified in clause (a) above is also a partner; or

(xii) a person sharing household or residence with a Connected Person specified in clause (a) above.

2.7 **"Contra Trade"** shall mean a trade or transaction which involves buying or selling any number of shares of the Company and, within six months of such trade or transaction, trading or transacting in an opposite transaction involving selling or buying, as the case may be.

2.8 **"Designated Person"** shall consist of:

(a) Promoters of the Company;

(b) Directors of the Company and its subsidiaries;

(c) the Managing Director / Chief Executive Officer and employees up to two levels below the Managing Director / Chief Executive Officer of the Company and its material subsidiaries;

(d) Immediate Relatives of the persons specified above; and

(e) any other person designated by the Company on the basis of his functional role, where such function would provide access to unpublished price sensitive information.

2.9 **"Director"** shall have the meaning assigned to it under the Companies Act, 2013.

2.10 **"Generally Available Information"** shall mean 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.

2.11 **"Immediate Relative"** shall have the same meaning as defined in the Regulations..

2.12 **"Insider"** shall have the same meaning as defined under the Regulations and / or as decided by the Compliance Officer, in consultation with the Chairman & Managing Director of the Company, as and when required.

2.13 **"Key Managerial Personnel"** shall have the meaning assigned to it under the Companies Act, 2013.

2.14 **"Leak of UPSI"** shall refer to such act or circumstance(s) by virtue of which UPSI is made available or becomes available, by any means or mode, to any person, association, body, firm, agency, society, entity or to a group thereof, whether registered or otherwise, before its official publication or announcement or formal circulation in the public domain, and shall also include any purported attempt thereof.

Explanation: It covers instances where UPSI has been shared by a person with any person, association, body, firm, agency, society, entity or a group thereof, except in compliance with applicable law.

2.15 **"Legitimate Purpose"** shall include sharing of unpublished price sensitive information in the ordinary course of business by an Insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the PIT Regulations.

2.16 **"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.

2.17 **"Promoter"** shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.

2.18 **"Promoter Group"** shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.

2.19 **"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 sub-clause (c); and

(f) spouse of the person listed at sub-clause (d).

2.20 **"Securities"** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 or any modification thereof, except units of a mutual fund.

2.21 **"Trading"** shall mean and include subscribing, redeeming, switching, buying, selling, pledging / de-pledging, dealing, or agreeing to subscribe, redeem, switch, buy, sell or deal in any securities, and "trade" shall be construed accordingly.

2.22 **"Unpublished Price Sensitive Information"** or **"UPSI"** shall mean any information, relating to the Company or its securities, directly or indirectly, that is not generally available which, upon becoming generally available, is likely to materially affect the price of the securities, and shall ordinarily include, but not be restricted to, information relating to the following:

(i) financial results;

(ii) dividends;

(iii) change in capital structure;

(iv) mergers, de-mergers, acquisitions, delistings, disposals and expansion of business, 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, senior management, 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 name 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; and

(xvii) other matters as may be prescribed by SEBI under the PIT Regulations and/or considered by the Board / Compliance Officer to be price sensitive from time to time.

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

3. PROHIBITION ON COMMUNICATING OR PROCURING UPSI

3.1 An Insider shall not:

(a) communicate, provide or allow access to any UPSI relating to the Company or its securities to any person, including other Insiders, except to the extent allowed by this PIT Code or the PIT Regulations; or

(b) procure from or cause the communication by any Insider of UPSI relating to the Company or its securities.

3.2 Provided that nothing contained in clause 3.1 above shall be applicable when UPSI is communicated, provided, allowed access to or procured:

(a) in furtherance of legitimate purposes, performance of duties or discharge of legal obligations, pursuant to appropriate notice, confidentiality and non-disclosure agreements being executed; or

(b) in connection with a transaction which entails an obligation to make an open offer under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or which does not attract such obligation but where the UPSI is made generally available at least two trading days prior to the proposed transaction being effected, in each case where the Board is of the informed opinion that sharing of such information is in the best interests of the Company; or

(c) within a group of persons, if such persons have been identified and included within a "Chinese Wall" or information barrier by the Compliance Officer from the rest of the Company for a particular purpose or for a specified period of time in furtherance of legitimate purposes, performance of duties or discharge of legal obligations, and are subjected to, among other conditions, additional confidentiality obligations, information barriers designed to prevent exchanges of UPSI outside the "Chinese Wall", and the execution of an undertaking by such persons to abstain and/or forego Trading during such seclusion or till the UPSI no longer constitutes UPSI and has become generally available.

4. CHINESE WALL

4.1 To prevent the misuse of confidential information, the Company has laid down Chinese Wall procedures which separate those areas of the Company which routinely have access to confidential information, considered "inside areas", from those which deal with support services and the areas other than those covered under inside areas, considered "public areas".

4.2 The employees in the inside areas shall not communicate any UPSI to anyone in the public areas unless otherwise allowed under the PIT Regulations.

4.3 All UPSI shall be handled on a "need to know" basis, i.e., UPSI shall be disclosed only to those within the Company who need the information for legitimate purposes, to perform duties or to discharge legal obligations, and whose possession of such information will not give rise to a conflict of interest or

appearance of misuse of such information. All non-public information directly received by any employee shall immediately be reported to the head of the department.

4.4 In certain sensitive transactions, employees or such other persons from the public areas may be brought "over the wall" in the following circumstances and shall thereafter be considered as Insiders until the UPSI is made generally available:

(a) if they accidentally or intentionally receive or possess UPSI, in whatever form or manner; or

(b) if they are given confidential information on a "need to know" basis under intimation to the Compliance Officer.

5. PROCESS FOR CATEGORISING 'INSIDE' FOR SENSITIVE TRANSACTIONS

5.1 The Compliance Officer, in consultation with the Managing Director of the Company, shall determine how and when any person should be brought 'inside' on any proposed or ongoing sensitive transaction.

5.2 A person, who may be an existing or proposed partner, collaborator, lender, customer, supplier, merchant banker, legal advisor, auditor, dealer, bank, financial institution, insolvency professional or other advisor or consultant, shall be brought inside on any proposed or ongoing sensitive transaction of the Company:

(a) for legitimate purposes;

(b) in furtherance of performance of duties;

(c) for discharge of legal obligations; or

(d) for any other genuine or reasonable purpose as may be determined by the Compliance Officer.

5.3 Any person who has been brought inside on any proposed and/or ongoing sensitive transaction and is in receipt of UPSI shall be considered an Insider for the purposes of the PIT Regulations, and due notice shall be given to such person by the Compliance Officer, in consultation with the Managing Director of the Company, to:

(a) instruct such person that the information is in the nature of UPSI and that such person is required to maintain confidentiality of the same; and

(b) make such person aware of the duties and responsibilities attached to the receipt of such information and the liability attached to misuse or unwarranted use of such information.

6. PROHIBITION ON INSIDER TRADING

6.1 An Insider shall not, directly or indirectly:

(a) trade in securities of the Company that are listed or proposed to be listed when in possession of UPSI;

(b) trade in securities of the Company except when the trading window is open and the Insider is not in possession of UPSI; or

(c) provide advice or tips to any third party on trading in the Company's securities while in possession of UPSI.

6.2 An Insider who has ceased to be associated with the Company shall not, for a period of six months from the date of such cessation, directly or indirectly trade in the Company's securities while in possession of UPSI.

6.3 No Insider shall, while in possession of unpublished price sensitive information about any other listed company gained in the course of employment with the Company:

(a) trade in the securities of such other company;

(b) tip or disclose such unpublished price sensitive information concerning such other company to anyone; or

(c) give trading advice of any kind to anyone concerning such other company.

6.4 No Insider shall take positions in derivative transactions in the securities of the Company at any time.

6.5 The restriction in clause 6.1(a) above shall not apply to:

(a) a transaction that is an off-market inter-se transfer between Insiders who were in possession of the same UPSI without being in breach of this PIT Code, where both parties had made a conscious and informed trade decision; and

(b) trades pursuant to a Trading Plan set up in accordance with this PIT Code and the PIT Regulations.

6.6 When a person has traded in securities while in possession of UPSI, his trades would be presumed to have been motivated by the knowledge and awareness of such information in his possession.

7. TRADING WINDOW

7.1 The Compliance Officer shall notify a 'trading window' during which the Designated Persons may trade in the Company's securities, after securing pre-clearance from the Compliance Officer wherever required in accordance with this PIT Code. The competent authority for pre-clearing the trades of the Compliance Officer shall be the Board.

7.2 Designated Persons and their Immediate Relatives shall not trade in the Company's securities when the trading window is closed.

7.3 The trading window shall be closed for Designated Persons and their Immediate Relatives from the end of every quarter till 48 hours after the declaration of financial results for the relevant quarter.

7.4 Additionally, the trading window shall be closed for a particular Designated Person or class of Designated Persons when the Compliance Officer determines that such Designated Person or class of Designated Persons can reasonably be expected to be in possession of UPSI, for such period as may be determined by the Compliance Officer. Such Designated Person or class of Designated Persons shall be notified of such special blackout period.

7.5 The trading window may be re-opened after closure not earlier than 48 hours after the UPSI in question becomes generally available.

7.6 The trading window restrictions shall not apply in the following cases:

(a) an off-market inter-se transfer between Insiders who were in possession of the same UPSI without violating this PIT Code, where both parties had made a conscious and informed trade decision;

(b) a transaction carried out through the block deal window mechanism between persons who were in possession of the UPSI without violating this PIT Code, where both parties had made a conscious and informed trade decision;

(c) a transaction carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction;

(d) a transaction undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations;

(e) trades executed as per a Trading Plan set up in accordance with this PIT Code;

(f) pledge of shares for a bona fide purpose such as raising of funds, subject to pre-clearance by the Compliance Officer; and

(g) transactions undertaken in accordance with the respective regulations made by SEBI, such as acquisition by conversion of warrants or debentures, subscribing to a rights issue, further public issue or preferential allotment, or tendering of shares in a buy-back offer, open offer or delisting offer.

8. PRE-CLEARANCE OF TRADING

8.1 All Designated Persons who intend to trade in the securities of the Company (either in their own name or in the name of any Immediate Relative) during the trading window open period, where the value of the securities likely to be traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of Rs. 5,00,000/- (Rupees Five Lakhs only), shall pre-clear the transactions by making an application to the Compliance Officer in the format set out in Annexure 1,

indicating the estimated number of securities that the Designated Person or Immediate Relative(s) intends to trade and such other details as specified in the form, along with an undertaking in the format set out in Annexure 2 declaring that the applicant is not in possession of UPSI.

8.2 The Compliance Officer shall not approve any proposed trade by a Designated Person if the Compliance Officer determines that such Designated Person is in possession of UPSI, even though the trading window is open.

8.3 The Compliance Officer may, after being satisfied that the application and undertaking are true and accurate, approve trading by a Designated Person, on the condition that the trade so approved shall be executed within seven trading days following the date of approval.

8.4 The Board shall be the approving authority for the pre-clearance applications of the Compliance Officer and the Managing Director of the Company.

8.5 The Designated Person shall, within two trading days of the execution of the trade, submit the details of such trade to the Compliance Officer in the format set out in Annexure 3. In case the transaction is not undertaken, a report to that effect shall be filed in the said format.

8.6 If the pre-cleared trade is not executed within seven trading days after the approval is given, the Designated Person shall obtain fresh pre-clearance for the transaction.

8.7 Pre-clearance of trades shall not be required for a trade executed as per an approved Trading Plan.

8.8 A Designated Person who trades in securities of the Company without complying with the pre-clearance procedure envisaged in this PIT Code, or who gives false undertakings and/or makes misrepresentations in the undertakings executed while complying with the pre-clearance procedure, shall be subject to the penalties envisaged in this PIT Code.

9. ADDITIONAL TRADING RESTRICTIONS ON DESIGNATED PERSONS

9.1 No Insider shall enter into derivative transactions in respect of the securities of the Company.

9.2 Designated Persons who trade in the securities of the Company shall not enter into a Contra Trade during the six months following the prior transaction. If any Contra Trade is executed, inadvertently or otherwise, in violation of such restriction, the profits from such trade shall be liable to be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the Act.

9.3 The above restriction on Contra Trade shall not apply in case of exercise / sale of ESOP shares, provided that the Designated Person is not in possession of UPSI and the sale is executed when the trading window is open and after obtaining pre-clearance.

10. TRADING PLAN

10.1 A Designated Person shall be entitled to formulate a trading plan in accordance with Regulation 5 of the PIT Regulations (a **"Trading Plan"**) and present it to the Compliance Officer for approval and public disclosure. The Trading Plan may be executed only after it has been approved by the Compliance Officer and disclosed to the stock exchanges on which the securities of the Company are listed.

10.2 Once the Trading Plan has been approved, the Designated Person shall not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date of the trade, other than as set out in the approved Trading Plan. The Designated Person may delegate discretionary authority to his/her broker, but in no event shall the Designated Person consult with the broker regarding the execution of transactions under the Trading Plan after it commences, or otherwise disclose information to the broker concerning the Company that might influence such execution.

10.3 The Trading Plan, once approved, shall be irrevocable and the Designated Person shall 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 as permitted under the PIT Regulations. However, the implementation of the Trading Plan shall not commence if, at the time of formulation of the plan, the Designated Person was in possession of UPSI which has not become generally available at the time of

commencement of implementation; in such case, the commencement of the Trading Plan shall be deferred until such UPSI becomes generally available.

11. PENALTY FOR INSIDER TRADING

11.1 An Insider who acts in contravention of this PIT Code shall be liable to have his services or relationship with the Company, as the case may be, terminated.

11.2 Directors, Officers and employees of the Company who violate this PIT Code shall be subject to disciplinary action by the Company, which may include wage freeze, suspension, recovery, claw back, ineligibility for future participation in the Company's stock option plans, or termination.

11.3 Any violation of the PIT Regulations shall be promptly informed by the Company to the stock exchanges in such form and manner as may be specified by SEBI from time to time, and SEBI or any other appropriate regulatory authority may also be informed of the violation so that appropriate action may be taken.

12. DISCLOSURE REQUIREMENTS

12.1 **Initial Disclosure:** Every person on appointment as Key Managerial Personnel or a Director of the Company, or upon becoming a Promoter or member of the Promoter Group, shall disclose his holding of securities of the Company as on the date of appointment or becoming a Promoter, to the Company within seven days of such appointment or becoming a Promoter, in the format set out in Annexure 4.

12.2 **Disclosure of particulars by Designated Persons:** Designated Persons shall disclose the names and Permanent Account Number or any other identifier authorised 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) share a Material Financial Relationship; and

(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 the names of their past employers shall also be disclosed on a one-time basis.

The term "Material Financial Relationship" shall have the meaning assigned to it in clause 2.16 above.

12.3 **Continual Disclosures:** Every Promoter, member of the Promoter Group, Designated Person and Director of the Company shall disclose to the Company, in the format set out in Annexure 5, the number of 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 Rs. 10,00,000/- (Rupees Ten Lakhs only) or such other value as may be specified by SEBI.

The Company, through the Compliance Officer, shall notify the particulars of such trading to the stock exchange on which the securities are listed within two trading days of receipt of the disclosure or from becoming aware of such information.

Explanation: It is clarified, for the avoidance of doubt, that the disclosure of incremental transactions after any disclosure under this clause shall be made when the transactions effected after the prior disclosure cross the threshold specified in Clause 12.3.

12.4 **Disclosures by other Connected Persons:** The Compliance Officer may require any other Connected Person to disclose the holdings and trading in securities of the Company in the format set out in Annexure 6, at such frequency as he/she may determine.

12.5 **Annual Disclosure:** All Designated Persons shall make an annual disclosure to the Compliance Officer of the number of securities of the Company held by them as on 31st March each year, including details of purchase / sale of securities of the Company during the financial year. This disclosure shall be made within 30 (thirty) days from the close of each financial year.

13. STRUCTURED DIGITAL DATABASE (SDD)

13.1 The Board shall ensure that a structured digital database ("SDD") is maintained containing the nature of UPSI and the names of such persons or entities, as the case may be, with whom UPSI is shared under the PIT Regulations, along with their Permanent Account Number or any other identifier authorised by law where Permanent Account Number is not available.

13.2 The SDD shall be maintained with adequate internal controls and checks, such as time stamping and audit trails, to ensure non-tampering of the database.

13.3 The SDD shall be maintained even where UPSI is shared only within the Company.

13.4 Where a Nominee Director shares UPSI with the bank / financial institution for a legitimate purpose, such sharing shall be considered as communication of UPSI and shall accordingly be recorded in the SDD of the Company.

14. MISCELLANEOUS

14.1 The Board shall be empowered to amend, modify and interpret this PIT Code, and such amendments or modifications shall be effective from such date as the Board may notify in this behalf.

14.2 The Compliance Officer shall provide to the Audit Committee, on a quarterly basis, all the details of trading in securities by the Designated Persons, including any violations of this PIT Code.

14.3 The Compliance Officer shall maintain:

(a) an updated list of Designated Persons;

(b) records of disclosures and pre-clearance applications and undertakings for a period of five years; and

(c) a confidential list of any 'restricted securities' in respect of which the Compliance Officer may require Designated Persons to seek pre-clearance before trading in such 'restricted securities'.

14.4 The Company shall require all Connected Persons to formulate and adhere to a code of conduct to achieve compliance with this PIT Code. In case such persons observe that there has been a violation of this PIT Code, they shall promptly inform the Board.

14.5 Any suspected leak of UPSI or violation of this PIT Code may be reported under the Whistle Blower Policy of the Company.

15. AMENDMENT

15.1 The Company is committed to continuously reviewing and updating its policies, and the Company therefore reserves the right to amend this PIT Code at any time, for any reason, subject to applicable law.

15.2 This PIT Code is subject to the applicable prevailing law in relation to prevention of insider trading, and in case of any inconsistency between any of the provisions of this PIT Code and applicable law, the applicable law shall prevail.

PAJSON AGRO INDIA LIMITED

Annexure 1

APPLICATION FOR PRE-CLEARANCE TRADING APPROVAL

To,

The Compliance Officer,

_____

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the PIT Code of the Company, I seek approval to purchase / sell / subscribe / pledge equity shares of the Company as per details given below:

1.	Name of the applicant	
2.	Designation	
2A	Relationship with the Applicant (Self / Immediate Relative)	
3.	Number of securities held as on date	
4.	Folio No. / DPID/Client ID No.	
5.	The proposal is for	(a) Purchase of securities (b) Subscription to securities (c) Sale of securities (d) Pledge
6.	Proposed date of trading in securities	
7.	Estimated number of securities proposed to be purchased / subscribed / sold / pledged	
8.	Current market price (as on date of application)	
9.	Whether the proposed transaction will be through stock exchange or off-market trade	
10	Folio No./ DPID/ Client ID No. where the securities will be credited/ debited	

I enclose herewith the Undertaking signed by me.

Signature:
Name:
Date:

PAJSON AGRO INDIA LIMITED

Annexure 2

UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE-CLEARANCE

To,

The Compliance Officer,

_____

I, _____, being a Designated Person of the Company as per the PIT Code of Pajson Agro India Limited, residing at _____, am desirous of trading in _____ shares of the Company as mentioned in my application dated _____ for pre-clearance of the transaction.

I further declare that I am not in possession of any unpublished price sensitive information up to the time of signing this Undertaking.

In the event that I have access to or receive any unpublished price sensitive information after the signing of this undertaking but before executing the transaction for which approval is sought, I shall inform the Compliance Officer of the same and shall completely refrain from trading in the securities of the Company until such information becomes public.

I declare that I have not contravened the provisions of the PIT Code as notified by the Company from time to time.

In the event of this transaction being in violation of the PIT Code or the applicable laws, (a) I will unconditionally release, hold harmless and indemnify to the fullest extent the Company and its directors and officers (the 'indemnified persons') for all losses, damages, fines and expenses suffered by the indemnified persons; (b) I will compensate the indemnified persons for all expenses incurred in any investigation, defence, crisis management or public relations activity in relation to this transaction; and (c) I authorise the Company to recover from me the profits arising from this transaction and remit the same to SEBI for credit to the Investor Protection and Education Fund administered by SEBI.

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

If approval is granted, I shall execute the trade within seven trading days of the receipt of approval, failing which I shall seek pre-clearance afresh.

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

Signature:_____
Name:

Date:

PAJSON AGRO INDIA LIMITED

Annexure 3
DISCLOSURE OF TRANSACTIONS

(To be submitted within two trading days of transaction / trading in securities of the Company)

To,

The Compliance Officer,

_____

I hereby inform that I

- Have not bought / sold / subscribed to any securities of the Company
- Have bought / sold / subscribed to securities as mentioned below on (date)

(strike out whichever is not applicable)

Name of holder	No. of securities traded	Bought /sold / subscribed	DP ID/Client ID/Folio No.	Price (Rs.)

I declare that the above information is correct and that no provisions of the PIT Code and/or applicable laws / regulations have been contravened for effecting the above said transaction(s).

Signature:
Name:
Date:
Place:

PAJSON AGRO INDIA LIMITED

Annexure 4

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:_____

ISIN of the Company:_____

Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/ DIN & Address with contact nos.	Category of Person (Promoters/ KMP/ Directors/ immediate relative to/ others etc.)	Date of Appointment of Director /KMP OR Date of Becoming Promoter	Securities held at the time of becoming Promoter/ appointment of Director/ KMP		% of Shareholding
			Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	

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 a Promoter of a listed company and other such persons as mentioned in Regulation 6(2).

Open Interest of the Future contracts held at the time of becoming Promoter/ appointment of Director/ KMP			Open Interest of the Option contracts held at the time of becoming Promoter/ appointment of Director/ KMP		
Contract specifications	Number of units (contracts* lot size)	Notional value in Rupee terms	Contract specifications	Number of Units (contracts * lot size)	Notional value in Rupee terms

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

Name & Signature:
Designation:

Date:
Place:

Annexure 5

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

Name of the Company:

ISIN of the Company: _____

Details of change in holding of Securities of Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/ DIN, & Address with contact nos.	Category of Person (Promoters/ KMP / Director s/ immediate relative to/ others etc.)	Securities held prior to acquisition/ disposal		Securities acquired/ Disposed				Securities held post acquisition/ disposal		Date of allotment advice/ acquisition of shares/ sale of Shares specify		Date of intimation to company	Mode of acquisition/ disposal (on market/ public/ rights/ preferential offer/ off-market/ Inter-se transfer, ESOPs etc.)
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	Type of security(For eg. Shares, Warrants, Convert ible Debent Ures etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revoke/ Invoke)	Type of security (For eg. Shares, Warrants Convertible Debentures etc.)	No. and % of sharehol ding	From	To		

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

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

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

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

Name & Signature:
Designation:

Date:
Place:

Annexure 6

SEBI (Prohibition of Insider Trading) Regulations, 2015 Regulation 7(3)–Transactions by Other connected persons as identified by the company

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

Name, PAN,	Connection With Company	Securities held prior to		Securities acquired/ Disposed				Securities held post acquisition/ disposal		Date of allotment		Date of intimation	Mode of acquisition/
CIN/ DIN, & Address with contact nos. of other connected persons as identified by the Company identified		acquisition/ disposal								advice/ acquisition of shares/sale of shares specify		to company	disposal (on market/ public/ rights/ Preferential offer/ off market/ Inter se transfer, ESOPs etc.)
		Type of security (For eg. – Shares, Warrant s, Convertible Debentures etc.)	No. and % of shareholding	Type Of security (For eg. – Share s, Warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revoke / Invoke)	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	From	To		

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

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

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)	

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

Name:
Signature:
Date:
Place: