ASTRA MICROWAVE PRODUCTS LIMITED

Registered Office: 'ASTRA TOWERS', Survey No:12 (Part),
Kothaguda Post, Kondapur, Hitech City,
Hyderabad - 500084.
CIN: L29309TG1991PLC013203

CODE OF INTERNAL PROCEDURES AND CONDUCT FOR REGULATING, MONITORING AND REPORTING OF TRADING BY INSIDERS

Effective from 22.05.2025

I. Introduction:

The Board of directors of Astra Microwave Products Limited, adopts the following policy and procedures with regard to Insider Trading of company securities as defined below, in compliance with the requirements of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015. The Board may review and amend this policy from time to time. This Code will be effective w.e.f. 22.05.2025.

II. Definition:

1) "Act" means the Securities and Exchange Board of India Act, 1992.

2) **"Board"** means the Board of directors of Astra Microwave Products Limited, as constituted from time to time.

3) **"Code" or "Code of Conduct"** shall mean the Code of Internal Procedures and Conduct for Regulating, Monitoring and Reporting of trading by insiders of Astra Microwave Products Limited as amended from time to time.

4) **"Compliance Officer"** means Company Secretary or such other senior officer, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under these regulations designated so and reporting to the Board of directors and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision of the Board of directors of the Company.

5) "**Connected Person**" means:

(i) any person who is or has during six months prior to the concerned act been associated with a company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the Company or holds any position including a professional or business relationship between himself and the Company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.

(ii) Without prejudice to the generality of the foregoing, the persons falling within the following categories shall be deemed to be connected persons unless the contrary is established.

(a) an immediate relative of connected persons specified in clause (i); or
(b) a holding company or associate company or subsidiary company; or
(c) an intermediary as specified in Section 12 of the Act or an employee or director thereof; or
(d) an investment company, trustee company, asset management company or an employee or director thereof; or
(e) an official of a stock exchange or of clearing house or corporation; or
(f) a member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or
(g) a member of the Board of directors or an employee, of a public financial institution as defined in section 2 (72) of the Companies Act, 2013; or
(h) an official or an employee of a self-regulatory organization recognized or authorized by the Board; or
(i) a banker of the Company; or
(j) a concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of the Company or his immediate relative or banker of the Company, has more than ten per cent, of the holding or interest.

6) **"Dealing in Securities"** means an act of subscribing to, buying, selling or agreeing to subscribe to, buy, sell or deal in the securities of the Company either as principal or agent.

7) **"Designated Employee"** shall include:

(i) every employee in the grade of General Managers and above;
(ii) every employee in the grade of Assistant General Manager and above in finance, accounts, purchase, HR and secretarial as may be determined and informed by the Compliance Officer; and
(iii) any other employee as may be determined and informed by the Compliance Officer from time to time.

8) **"Generally available Information"** means information that is accessible to the public on a non-discriminatory basis.

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9) "**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

10) **"Informant"** means an individual, who voluntarily submits to SEBI a Voluntary Information Disclosure Form relating to an alleged violation of insider trading laws that has occurred, is occurring or has a reasonable belief that it is about to occur, in a manner provided under the Regulations, regardless of whether such individual(s) satisfies the requirements, procedures and conditions to qualify for a reward.

11) "**Insider**" means any person who, (i) a connected person; or (ii) in possession of or having access to unpublished price sensitive information.

12) "**Key Managerial Person**" means person as defined in Section 2(51) of the Companies Act, 2013

13) "**Leak of UPSI**" shall refer to such act / circumstance(s) by virtue of which an 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 public domain and which shall also include any purported attempt thereof. Explanation: It covers the instances where the UPSI has been shared by a person to any person, association, body, firm, agency, society, entity or to a group thereof except in compliance with applicable law.

14) "**Legitimate Purpose**" shall have the meaning assigned under *Annexure I.*

15) "**Promoter**" shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 or any modification thereof:

16) "**Regulations**" shall mean the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any amendments thereto.

17) "**Securities**" shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof except units of a mutual fund;

18) "**Specified Persons**" shall collectively refer to the directors, Connected Persons, Insiders, the Designated Employees and the Promoters and Immediate Relatives of persons specified herein.

19) "**Takeover regulations**" means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;

20) "**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.

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

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

(i) financial results;
(ii) dividends;
(iii) change in capital structure;
(iv) mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions;
(v) changes in key managerial personnel.

Words and expressions used and not defined in these regulations but defined in the Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956), the Depositories Act, 1996 (22 of 1996) or the Companies Act, 2013 (18 of 2013) and rules and regulations made thereunder shall have the meanings respectively assigned to them in those legislation.

III. Role of Compliance Officer

1) The Compliance Officer shall report on insider trading to the Board of directors of the Company and in particular, shall provide reports to the Chairman of the Audit Committee, if any, or to the Chairman of the Board of directors at such frequency as may be stipulated by the Board of directors.

2) The Compliance Officer shall assist all employees in addressing any clarifications regarding the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct.

IV. Preservation of Unpublished Price Sensitive Information

1) All UPSI shall be handled within the Company on a need-to-know basis and no Unpublished Price Sensitive Information shall be communicated to any person except in furtherance of the Insider's legitimate purposes (as more aptly described in *Annexure I*), performance of duties or discharge of his legal obligations.

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2) Any person in receipt of UPSI in furtherance of a legitimate purpose shall be considered as an insider for the purpose of this Code and the SEBI Regulations.

3) The Specified Persons and Designated Employees, sharing UPSI in furtherance of legitimate purposes, shall issue a due notice or enter into a confidentiality / non-disclosure agreement with such insider to maintain confidentiality of the UPSI in compliance with these Rules and the SEBI Regulations.

Notwithstanding anything contained herein, Unpublished Price Sensitive Information may be communicated, provided, allowed access to or procured, if it is in connection with a transaction which entails:

- an obligation to make an open offer under the Takeover regulations where the Board of directors of the Company is of informed opinion that the proposed transaction is in the best interests of the Company; or
- not attracting the obligation to make an open offer under the Takeover regulations but where the Board of directors of the Company is of informed opinion that the proposed transaction is in the best interests of the Company and the information that constitute 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 of directors may determine.

However, the Board of director shall require the parties to execute agreement to contract confidentially and non-disclosure obligation on the part of such parties and such parties shall keep information so received confidential, except for the limited purpose and shall not otherwise trade in securities of the Company when in possession of unpublished price sensitive information

4) **Need to Know Basis:**

(i) "**need to know**" basis means 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.

(ii) All non-public information directly received by any employee should immediately be reported to the head of the department.

5) **Limited access to UPSI:**

Files containing UPSI and other confidential information shall be kept secure. Computer files must have adequate security of login and password, etc.

V. Prevention of misuse of "Unpublished Price Sensitive Information"

a. Trading Plan

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An Insider shall be entitled to formulate a trading plan for dealing in securities of the Company and present it to the Compliance Officer for approval and public disclosure pursuant to which trades may be carried out on his behalf in accordance with such plan.

b. The Trading Plan shall:

(i) not entail commencement of trading on behalf of the insider earlier than 120 days from the public disclosure of the plan;

(ii) not entail trading for the period between the twentieth trading day prior to the last day of any financial period for which results are required to be announced by the issuer of the securities and the second trading day after the disclosure of such financial results;

(iii) entail trading for a period of not less than twelve months; not entail overlap of any period for which another trading plan is already in existence;

(iv) set out either the value of trades to be effected or the number of securities to be traded along with the nature of the trade and the intervals at, or dates on which such trades shall be effected; and

(v) not entail trading in securities for market abuse.

c. The Compliance Officer shall consider the Trading Plan made as above and shall approve or reject it within two trading days. However, he shall be entitled to take express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan as per provisions of the Regulations.

d. The Trading Plan once approved shall be irrevocable and the Insider shall mandatorily have to implement the plan, without being entitled to either execute any trade in the securities outside the scope of the trading plan or deviate from it except due to permanent incapacity or bankruptcy or operation of law.

However, the implementation of the trading plan shall not be commenced, if at the time of formulation of the plan, the Insider is in possession of any unpublished price sensitive information and the said information has not become generally available at the time of the commencement of implementation. Further, the Insider shall also not be allowed to deal in securities of the Company, if the date of trading in securities of the Company, as per the approved Trading Plan, coincides with the date of closure of Trading Window announced by the Compliance Officer. Further, if the Insider has set a price limit for a trade, the insider shall execute the trade only if the execution price of the security is within such limit. If the security is outside the price limit set by the Insider, the trade shall not be executed.

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e. Upon approval of the trading plan, the Compliance Officer shall notify the plan to the stock exchanges on which the securities are listed.

VI. Trading Window and Window Closure

a) The trading period, i.e. the trading period of the stock exchanges, called "trading window", is available for trading in the Company's securities, as notified by the Compliance Officer.

   (i) The trading window shall be, inter alia, closed 7 days prior to and during the time until the unpublished price sensitive information is published.

   (ii) When the trading window is closed, the Specified Persons shall not trade in the Company's securities in such period.

   (iii) All Specified Persons shall conduct all their dealings in the securities of the Company only in a valid trading window 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, as referred to in Paint No. (ii) above or during any other period as may be specified by the Company from time to time.

   (iv) In case of ESOPs, exercise of option may be allowed in the period when the trading window is closed. However, sale of shares allotted on exercise of ESOPs shall not be allowed when trading is closed.

b) The Compliance Officer shall intimate the closure of trading window to all the Designated Employees of the Company when he determines that a designated person or class of Designated Employees can reasonably be expected to have possession of Unpublished Price Sensitive Information. Such closure shall be imposed in relation to such securities to which such UPSI relates.

c) The Compliance Officer after taking into account various factors including the UPSI in question becoming generally available and being capable of assimilation by the market, shall decide the timing for re-opening of the trading window, however in any event it shall not be earlier than 48 (forty-eight) hours after the information becomes generally available.

d) The trading window shall also be applicable to any person having contractual or fiduciary relation with the Company, such as auditors, accountancy firms, law firms, analysts, consultants etc., assisting or advising the Company.

e) Trading window norms shall not be applicable for trades carried out in accordance with any approved trading plan.

VII. Pre-clearance of trades:

All Specified Persons, who intend to deal in the securities of the Company when the trading window is opened and if the value of the proposed trades is above 50,000 shares or up to

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Rs. 10 Lakhs (market value) or 1% of total shareholding, whichever is less, should pre-clear the transaction. However, no Specified person shall be entitled to apply for pre-clearance of any proposed trade if such Specified person is in possession of unpublished price sensitive information even if the trading window is not closed and hence he shall not be allowed to trade. The pre-dealing procedure shall be hereunder:

(i) An application may be made in the prescribed Form set out in *Annexure II* to the Compliance officer indicating the estimated number of securities that the Specified Person intends to deal in, the details as to the depository with which he has a security account, the details as to the securities in such depository mode and such other details as may be required by any rule made by the company in this behalf.

(ii) An undertaking in the form set out in *Annexure III* shall be executed in favour of the Company by such Specified Person incorporating, inter alia, the following clauses, as may be applicable:

(a) That the employee/director/officer does not have any access or has not received UPSI up to the time of signing the undertaking.

(b) That in case the Specified Person has access to or receives UPSI after the signing of the undertaking but before the execution of the transaction he/she shall inform the Compliance Officer of the change in his position and that he/she would completely refrain from dealing in the securities of the Company fill the time such information becomes public.

(c) That he/she has not contravened the Code of Conduct for prevention of insider trading as notified by the Company from time to time.

(d) That he/she has made a full and true disclosure in the matter.

(iii) All Specified Persons shall execute their order in respect of securities of the Company within one week after the approval of pre-clearance is given. The Specified Person shall file within 2 (two) days of the execution or on non-execution of the deal, the details of such deal with the Compliance Officer in the form prescribed in *Annexure IV*.

(iv) If the transaction is not executed within seven days after the approval is given, the Specified Person being an employee/director must secure pre-clearance of the transaction again, in the manner set forth in this clause.

(v) All Specified Persons who buy or sell any number of shares of the Company shall not enter into an opposite transaction i.e. sell or buy any number of shares during the next six months following the prior transaction. All Specified Persons shall also not take positions in derivative transactions in the shares of the Company at any time. In case of any contra trade be executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance

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to the Securities and Exchange Board of India (SEBI) for credit to the Investor Protection and Education Fund administered by SEBI under the Act.

(vi) The Compliance Officer may waive off the holding period in case of sale of securities in personal emergency after recording reasons for the same. However, no such sale will be permitted when the Trading window is closed.

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

VIII. Other Restrictions

a. The disclosures to be made by any person under this Code shall include those relating to trading by such person's immediate relatives, and by any other person for whom such person takes trading decisions. For such purpose, every Specified Person shall declare to the Compliance Officer: (i) at the time of commencement of this Code; or ii) at the time of joining the Company; and (iii) at the commencement of every financial year, the names of the Designated Person's Immediate Relatives and other undertakings in a format prescribed in *Annexure V*. The disclosures of trading in securities shall also include trading in derivatives of securities and the traded value of the derivatives shall be taken into account for purposes of this Code.

b. The disclosures made under this Code shall be maintained for a period of five years.

IX. Reporting Requirements for transactions in securities
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 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 as per Form set out in *Annexure VI*.

Continual Disclosure

b. Every promoter, member of the promoter group, Designated Employee and director of the Company shall disclose to the Company the number of such securities acquired or disposed of within two trading days of such transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of Rs. 10,00,000 (Ten lakhs).

The disclosure shall be made within two (2) working days of:

(i) the receipt of intimation of allotment of shares, or
(ii) the acquisition or sale of shares or voting rights, as the case may be.

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c. Within two (2) days of the receipt of intimation under Clause IX.b, the Compliance Officer shall disclose to all Stock Exchanges on which the Company is listed, the information received. The Compliance officer shall maintain records of all the declarations in the appropriate form given by the directors / officers / designated employees for a minimum period of five (5) years.

d. All Specified persons shall be required to disclose name and Permanent Account Number or any other identifier authorized by law of the following to the intermediary or fiduciary on an annual basis and as and when the information changes: a) immediate relatives b) persons with whom such designated person(s) shares a material financial relationship c) Phone, mobile, and cell numbers which are used by them In addition, names of educational institutions from which designated persons have graduated and names of their past employers shall also be disclosed on a one time basis, in the form prescribed in *Annexure VII.*

X. Disclosure to SEBI

1) Any violation of this Code shall be immediately intimated to the Compliance Officer or the Board of the Company. In case it is observed by the Board of Directors that there has been a violation of the Code in relation to securities of the Company, the same shall be immediately reported to Stock Exchange in the form set forth in *Annexure VIII.*

2) An informant under the code may voluntarily submit to SEBI the original information in a Voluntary Information Disclosure Form relating to an alleged violation of the insider trading laws that has occurred, is occurring or has a reasonable belief that it is about to occur. Such disclosure shall be in the form prescribed in *Annexure IX* to the regulations.

XI. Protection against retaliation and victimization

1) An employee who files a Voluntary Information Disclosure Form with SEBI under this code and regulations, will not be at risk of suffering any form of reprisal or retaliation which includes discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination against the employee irrespective of whether the information is considered or rejected by SEBI or he or she is eligible for a reward under the regulations, by reason of-
   (i) filing a Voluntary Information Disclosure Form under the regulations;
   (ii) testifying in, participating in, or otherwise assisting and aiding SEBI in any investigation, inquiry, audit, examination or proceeding instituted or about to be instituted for an alleged violation of insider trading laws or in any manner aiding the enforcement action taken by SEBI; or
   (iii) breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with SEBI in any manner.

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2) Any understanding in an agreement (oral or written) or code of conduct is void in so far as it purports to preclude any person from submitting to SEBI information relating to violation of the securities laws that has occurred, is occurring or has a reasonable belief that it would occur.
3) No person shall by way of any threat or act impede an individual from communicating with SEBI, including enforcing or threatening to enforce, a confidentiality agreement (other than agreements related to legal representations of a client and communications thereunder) with respect to such communications.

XII. Dissemination of Price Sensitive Information

a. No information shall be passed by Specified Persons by way of making a recommendation for the purchase or sale of securities of the Company.

b. Disclosure / dissemination of Price Sensitive Information with special reference to analysts, media persons and institutional investors:

The following guidelines shall be followed while dealing with analysts and institutional investors

- Only public information to be provided.
- At least two Company representatives be present at meetings with analysts, media persons and institutional investors.
- Unanticipated questions may be taken on notice and a considered response given later. If the answer includes price sensitive information, a public announcement should be made before responding.
- Simultaneous release of information after every such meet.

XIII. Procedure for dealing with leak or suspected leak of Unpublished Price Sensitive Information

In case of any leak or suspected leak of UPSI, the Company shall adopt the following procedure:

1. Ascertain whether the information is price sensitive and unpublished.
2. Determine whether the person who is suspected of having leaked the information is an 'Insider' according to the Code and whether such person was authorised to possess such information.
3. Ascertain the impact of the leak on the market and various stakeholders.
4. Initiate an enquiry to ascertain the reasons for such leak or suspected leak and establish the certainty of the same. The Compliance Officer shall have powers to call upon the suspected insider(s) and other persons to gain more insight into the leak/suspected leak, take necessary actions including sending the Suspect on leave, restrict physical access to the office premise, freeze access to systems, electronic devices, emails, etc., during the pendency of the investigations for fair conduct of the proceedings.

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5. Seek appropriate statements and declarations from the insider(s) who are found guilty of such leak of UPSI.
6. Initiate appropriate disciplinary action on such insider(s) in accordance with the Code, including legal action, if necessary.
7. Inform the stock exchange or the Securities Exchange Board of India about such leaks, enquiries, and the outcome of such enquiries within two (2) working days from the date of completion of all proceedings in this connection.

XIV. Penalty for contravention of the code of conduct

a. Every Specified Person shall be individually responsible for complying with the provisions of the Code (including to the extent the provisions hereof are applicable to his/her dependents).

b. Any Specified Person who trades in securities or communicates any information for trading in securities, in contravention of this Code may be penalised and appropriate action may be taken by the Company.

c. Specified Persons who violate the Code shall also be subject to disciplinary action by the Company, which may include wage, freeze, suspension, ineligibility for future participation in employee stock option plan, etc.

d. The action by the Company shall not preclude SEBI from taking any action in case of violation of SEBI (Prohibition of Insider Trading) Regulations, 2015.

e. Under Section 15G of the SEBI Act, any Insider who indulges in insider trading in contravention of Regulation 3 is liable to a penalty which shall not be less than Rs. 10 lakhs but which may extend to Rs.25 crores or three times the amount of profits made out of insider trading, whichever is higher. Under Section 24 of the SEBI Act, anyone who contravenes the Regulations is punishable with imprisonment for a maximum period of ten years or with fine, which may extend to twenty- five crore rupees or with both.

Further, in case any person fails to pay the penalty imposed by the adjudicating officer or fails to comply with any of his directions or orders, he shall be punishable with imprisonment for a term which shall not be less than one month but which may extend to ten years, or with fine, which may extend to twenty-five crore rupees or with both.

XV. Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information

A. General Prohibitions:

No Employee or their Immediate Relatives shall:

i. deal in Securities in any manner, including pledging, when in possession of Unpublished Price Sensitive Information (UPSI), irrespective of the source.

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ii. communicate UPSI that they have received, in any manner whatsoever, to anyone except on a need-to-know basis and in accordance with the Policy thereof.

B. General Responsibility of Employees:

A code of practices and procedures for fair disclosure of unpublished price sensitive information for adhering each of the principles is set out below:

i. 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.

ii. Uniform and universal dissemination of unpublished price sensitive unpublished price sensitive information to avoid selective disclosure.

iii. Designation of a senior officer as a chief investor relations officer to deal with dissemination of information and disclosure of unpublished price sensitive information.

iv. Prompt dissemination of unpublished price sensitive information that gets disclosed selectively, inadvertently or otherwise to make such information generally available.

v. Appropriate and fair response to queries on news reports and requests for verification of market rumours by regulatory authorities.

vi. Ensuring that information shared with analysts and research personnel is not unpublished price sensitive information.

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

viii. Handling of all unpublished price sensitive information on a need-to-know basis.

ix. Electronic media containing UPSI shall be in an encrypted form wherever possible and shall be subject to the same standards of custodial care as printed material.

x. Documents containing Price Sensitive Information should not be left unattended in a manner permitting access, reading, or copying by unauthorized persons working outside secure areas.

xi. If any of the Employees becomes aware of illegal or improper conduct by another Employee, it is the obligation of such Employee to report it to the Compliance Officer. If an employee believes that something they have done violates the law or the Code, it is their responsibility to report such violation to the Compliance Officer.

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C. Structured Digital Database:

i. A structured digital database shall be maintained containing names of such persons or entities as the case may be with whom information is shared for legitimate purposes along with Permanent Account Number or any other identifier authorised by law where Permanent Pan Number is not available.

ii. Such database shall be maintained for a period of at least five (5) years after completing the relevant transactions. In the event of receipt of any information from the SEBI regarding any investigation or enforcement proceedings, the relevant information in the structured digital database shall be preserved till the completion of such proceeding.

iii. Such database shall be maintained internally with adequate internal controls and checks such to ensure veracity of the database.

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<u>**Annexure I**</u>

Determination of Legitimate Purpose

1. **Legitimate Purpose**

   Legitimate Purpose shall include sharing of UPSI on need-to-know basis by an insider with promoters, partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, etc. provided that such sharing has not been carried out to evade or circumvent the prohibitions under these Regulations.

2. **Illustrative examples of Legitimate Purpose**
   In following cases, the sharing of UPSI would be considered as having been shared for a 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;

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

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

      Example: Due-diligence for any kind of restructuring, namely mergers & acquisitions, joint venture agreements, share purchase agreements, franchisee agreement, etc.

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

      Example: financials, appointments, change of key managerial personnel, upcoming projects, contracts and collaborations, etc. that is shared with advisors and consultants to get an opinion.

   f. 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;

   g. For transactions that would entail an obligation to make an open offer under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 ('Takeover Regulations') where the board of directors of the company is of opinion that sharing of such information is in the best interests of the company.

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

i. 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;

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

Annexure II

Application for Pre-Dealing Approval

Date:

To,
The Compliance Officer,
ASTRA MICROWAVE PRODUCTS LIMITED
Hyderabad

Dear Sir/Madam,

Application for Pre-dealing approval in securities of the Company

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct for Prevention of Insider Trading, I seek approval of purchase/sale/subscription of ___________ Equity shares of the Company as per details given below:

1.	Name of the applicant	
2.	Designation	
3.	No. of securities held as on date	
4.	Folio No. / DP ID / Client ID No.	
5.	The proposal is for	a) Purchase of securities b) Subscription to securities c) Sale of securities
6.	Proposed date of dealing in securities	
7.	Estimate number of securities proposed to be acquired/subscribed/sold	
8.	Price at which the transaction is proposed	
9.	Current market price (as on date of application)	
10.	Whether the proposed transaction will be through stock exchange or off-market deal	
11.	Folio No. / DP ID / Client ID No. where the securities will be credited/ debited	

I enclose herewith the form of undertaking signed by me,

Yours faithfully,

(Signature of Employee)

Annexure III

Format of undertaking to be accompanied with the Application for Pre-Dealing Approval

UNDERTAKING

To,
ASTRA MICROWAVE PRODUCTS LIMITED
Hyderabad

I, ______________________________, ________________________ of the Company, residing at ____, am desirous of dealing 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 or otherwise privy to any UPSI (as defined in the Company's Code of Conduct) up to the time of signing this undertaking.

In the event that I have access to the or received any information that could be construed as UPSI as defined in the Company's Code of Conduct, after 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 dealing in securities of the Company until such information becomes public.

I declare that I have no contravened the provisions of the Code as notified by the Company from time to time.

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

If approval is granted, I shall execute the deal within 7 days of the receipt of approval failing which I shall seek pre-clearance.

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

Date: Signature:_________________

(*Indicate number of securities)

Annexure IV

Format for disclosure of Transactions

(To be submitted within 2 days of transaction / dealing in securities of the Company)

To,
The Compliance Officer,
ASTRA MICROWAVE PRODUCTS LIMITED
Hyderabad

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).

Name of Holder	No. of securities dealt with	Bought/ sold/ subscribed	Folio No. / DP ID/ Client ID No.	Price (Rs.)

In connection with the aforesaid transaction(s), I hereby undertake to preserve, for a period of 3 years and produce to the Compliance officer / SEBI any of the following documents:

1. Broker's contract note.
2. Proof of payment to/from brokers.
3. Extract of bank passbook/statement. *(to be submitted in case of demat transactions)*
4. Copy of Delivery instruction slip. *(applicable in case of sale transaction)*

I agree to hold the above securities for a minimum period of six months. In case there is any urgent need to sell these securities within the said period, I shall approach the Compliance Officer for necessary approval. *(applicable in case of purchase/ subscription)*

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

Date: ____________________ Signature:________________

Name:
Designation:

Annexure V

Format For Disclosure of Immediate Relatives

(to be disclosed at the time of commencement of this Code; or ii) at the time of joining the Company; and (iii) at the commencement of every financial year)

Date:

The Compliance Officer,
ASTRA MICROWAVE PRODUCTS LIMITED
Hyderabad

Sub: SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Internal Code of Conduct for Regulating, Monitoring and Reporting of Trades under the SEBI (Prohibition of Insider Trading) Regulations, 2015 ("Code").

I hereby inform and confirm that I:

a. Have read and understood the provisions of the Code and agree to abide by the same.
b. Have not violated and have been in compliance, at all times, with the requirements of the Code.
c. Am providing below a list of my Immediate Relatives:

Sr. No.	Name of the Immediate Relative	Relationship with the Designated Person	PAN No.	Address	Phone number

d. Did not have any access to any Unpublished Price Sensitive Information while trading in the securities of the Company during the year and that in those cases where I had access to any Unpublished Price Sensitive Information, my Immediate Relatives and I refrained from trading in the securities of the Company as provided in the Code.
e. Did not pass on any Unpublished Price Sensitive Information to anyone, including my Immediate Relatives during the last year.
f. Hereby undertake to inform the changes in the above details from time-to-time. I hereby declare that the above details are true, correct and complete in all respects.

Signature:

Name:

Designation:

Annexure VI

(to be disclosed to the Company within seven days of appointment as key managerial personnel or a director of the Company or upon becoming a promoter or member of the promoter group)

Date:

The Compliance Officer,
ASTRA MICROWAVE PRODUCTS LIMITED,
Hyderabad

Sub: Details of change in holding of Securities of Promoter, Member of the Promoter Group, Designated Person or Director of a listed company and immediate relatives of such persons.

	Particulars	Details	
A.	**Details of change in holding of Securities**		
1.	Name, PAN, CIN/DIN, & address with contact nos.		
2.	Category of Person ☐ Promoter ☐ Member of promoter group ☐ Specified Person ☐ Director ☐ Immediate relative ☐ Others		
3.	Securities held prior to acquisition/disposal		
	Type of securities		
	No. and % of shareholding		
4.	Securities acquired/ disposed		
	Type of securities		
	No.		
	Value (in INR)		
	Transaction Type *(Purchase/sale Pledge / Revocation / Invocation/ Others-please specify)*		
5.	Securities held prior to acquisition/disposal		
	Type of securities		
	No. and % of shareholding		
6.	Date of allotment advice/ acquisition of shares/disposal of shares, specify	**From:**	**To:**
7.	Date of intimation to the company		
8.	Mode of acquisition /disposal (on market/public/rights/ preferential offer/ off market/ Inter-se transfer, ESOPs, etc.		
9.	Exchange on which the trade was executed		
B.	**Details of trading in derivatives on the securities**		

10.	Specify type of contract, Futures or Options etc	
	Type of contract	
	Contract specifications	
	Buy:	**Notional Value:**
		Number of Units:
	Sell:	**Notional Value:**
		Number of Units:
11.	Exchange on which the trade was executed	

Annexure VII

Form of Annual Disclosure

(To be furnished before 30th April of each year for the previous year)

1.	**Name**				
2.	**PAN** (in case PAN is not available, any other identifier authorized by law)				
3.	**Designation**				
4.	**Location**				
5.	**Contact No.**				
6.	**Address**				
7.	**Email Id**				
8.	**Educational Institution of Graduation**				
9.	**Details of Past Employment** (Name of the past employer/ organization)				
10.	**Date of declaration**				
11.	**Details of Securities held in the Company**				
a.	**Held by the Designated Person**				
	No of Securities	**Type of Security**	**If held in physical form, Folio No(s)**	**If held in demat form**	
				DP ID	**Client ID**
b.	**Held by the Immediate Relative / person with whom Designated Person shares Material Financial Relationship**				
	Name of Immediate Relative				
	Relationship				
	PAN (in case PAN is not available, any other identifier authorized by law)				
	No of Securities	**Type of Security**	**If held in physical form, Folio No(s)**	**If held in demat form**	
				DP ID	**Client ID**

- Immediate Relative includes spouse, parent, sibling and their children or of the spouse, any of whom is either dependent financially on them, or consults them in taking decisions relating to Trading in Securities.

- Material Financial Relationship means a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from a designated person during the immediately preceding 12 months, equivalent to at least 25% of the annual income of such designated person but shall exclude relationship in which payment is based on arm's length transaction Any change in the particulars given above during the year, in the same format the change should be informed immediately.

Name: ________________ Signature: __________________

Annexure VIII

Report by (Name of the listed company/ Intermediary/Fiduciary) for violations related to Code of Conduct under SEBI (Prohibition of Insider Trading) Regulations, 2015.

[For listed companies: Schedule B read with Regulation 9 (1) of SEBI (Prohibition of Insider Trading) Regulations, 2015

For Intermediaries/ Fiduciaries: Schedule C read with Regulation 9(1) and 9(2) of SEBI (Prohibition of Insider Trading) Regulations, 2015

Sr. No.	Particulars	Details
1.	Name of the listed company/ Intermediary/Fiduciary	
2.	Please tick appropriate checkbox Reporting in capacity of : ☐ Listed Company ☐ Intermediary ☐ Fiduciary	
3.	**A. Details of Designated Person (DP)**	
	i. Name of DP	
	ii. PAN of the DP	
	iii. Designation of DP	
	iv. Functional Role of DP	
	v. Whether DP is Promoter or belongs to the Promoter Group	
	B. If Reporting is for immediate relative of DP	
	i. Name of the immediate relative of DP	
	ii. PAN of the immediate relative of DP	
	C. Details of transaction(s)	
	i. Name of the scrip	
	ii. No of shares traded and value (Rs.) (Date- wise)	
	D. In case value of trade(s) is more than Rs.10 lacs in a calendar quarter	
	i. Date of intimation of trade(s) by concerned DP/director/promoter/promoter group to Company under regulation 7 of SEBI (PIT) Regulations, 2015	
	ii. Date of intimation of trade(s) by Company to stock exchanges under regulation 7 of SEBI (PIT) Regulations, 2015	
4.	Details of violations observed under Code of Conduct	
5.	Action taken by Listed company/ Intermediary/ Fiduciary	
6.	Reasons recorded in writing for taking action stated above	
7.	Details of the previous instances of violations, if any, since last financial year	
8.	If any amount collected for Code of Conduct violation(s)	
	i. Mode of transfer to SEBI - IPEF (Online/Demand Draft)	
	ii. Details of transfer/payment	

	In case of Online:	

Particulars	Details
Name of the transferor Bank Name, branch and Account number	
UTR/Transaction reference Number	
Transaction date	
Transaction Amount (in Rs.)	

In case of Demand Draft (DD):

Particulars	Details
Bank Name and branch	
DD Number	
DD date	
DD Amount (in Rs.)	

9.	Any other relevant information	

Date:

Place: Yours faithfully

Name and Signature of Compliance Officer

PAN:

Email ID:

Annexure IX

Voluntary Information Disclosure Form

I. PERSONAL INFORMATION OF THE INFORMANT		
A. INDIVIDUAL 1: *Last Name:…………………*	*First Name:…………………*	*Title:………………*
Address:	*City / State:*	*PIN:*
Telephone (with State Code):	*Mobile:*	*E-Mail address:*
Employment Details:*	*Permanent Account Number, if available:*	
II. LEGAL REPRESENTATIVE (where applicable)		
Last Name:………………	*First Name:……………………*	*Title:………………*
Firm Name (if not self-employed):		
Contact address :	*City / State:*	*PIN:*
Residence address:	*City / State:*	*PIN:*
Telephone (with State Code):	*Mobile:*	*E-Mail address:*
Bar Council Enrolment Number:		

III SUBMISSION OF ORIGINAL INFORMATION
1. Is it a violation of securities laws? Yes / No
2. If yes to question (1), please describe the type of violation:
3. Has the violation: Occurred / Occurring / Potential to occur in future
4. If the violation has occurred, date of occurrence: dd/mm/yy (in case exact date is not known, an approximate period may be entered)
5. Have the individual(s) or their representatives had any prior communication(s) or representations with the Board concerning this matter? Yes (Details thereof) / No
6. Does this violation relate to an entity of which the individual is or was an officer, director, counsel, employee, consultant or contractor? Yes (Details thereof) / No
7. If yes to question (6), was the original information submitted first to your Head or internal legal and compliance office? Yes / No
8. If yes question (7), then please provide, Date of submission of original information:
9. Please describe in detail why you think the information submitted is a violation?
10. What facts or supporting material is your allegation based on? Please attach any additional documents to this form, if necessary.
11. Identify any documents or other information in your submission that you believe could reasonably be expected to reveal your identity and explain the basis for your belief that your identity would be revealed if the documents were disclosed to a third party.
12. Provide details of connection amongst the Informant, the company whose securities are involved and the person against whom information is being provided:

IV. DECLARATION

I/we hereby declare that,-

A. I/we have read and understood the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015;

B. I/we accept that mere furnishing of information by me/us does not by itself confer on me/us right to get reward and that I/we may not get any Reward at all. I/we would be bound by the decisions that the authority competent to grant reward may take;

C. I/we accept that the Securities and Exchange Board of India is under no obligation to enter into any correspondence regarding action or inaction taken as a result of my/our information.

D. I/we accept that the reward would be an ex-gratia payment which, subject to the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, shall be granted at the absolute discretion of the competent authority. The decision of the authority shall be acceptable to me/us and I/we shall not challenge it in any litigation, appeal, adjudication, etc.

E. In the event of my/our death before the reward us paid to me/us, it may be paid to (Details of nominee)

F. I/we declare that the information contained herein is true, correct and complete to the best of my/our knowledge and belief and not obtained from the categories of persons indicated in sub-regulation (2) and sub- regulation (6) of regulation 7G of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and agree to indemnify the Board in case it is not so found. I/we fully understand that I/we may be subject to action under securities laws as well as Section 182 of the Indian Penal Code, 1860 (45 of 1860) and ineligible for Reward if, in my/our submission of information or in any other dealings with the Board, I/we knowingly and wilfully make any false, fictitious, or fraudulent statements or representations, or use any false writing or document knowing that the writing or document contains any false, fictitious, or fraudulent statement.

Signature: …………………………… *Date:*

Place:

V. CERTIFICATE BY LEGAL REPRESENTATIVE (where the information is submitted through legal representative)

I hereby certify as follows,-

(a) I have reviewed the completed and signed Voluntary Information Disclosure Form for completeness and accuracy and the information contained therein is true, correct and complete to the best of my knowledge;

(b) I have irrevocable consent from the Declarant, to provide to the Securities and Exchange Board of India, the original Voluntary Information Disclosure Form in the event of a request for it from the Securities and Exchange Board of India due to concerns that the Informant has not complied with these regulations or where the Securities and Exchange Board of India requires the said information for the purpose of verification for declaring any gratuitous reward to the Informant or where the Securities and Exchange Board of India determines that it is necessary to seek such information to accomplish the purpose of the Securities and Exchange Board of India Act including for the protection of investors, sharing with foreign securities regulators and foreign and Indian law enforcement agencies, etc.;

(c) I am and shall continue to be legally obligated to provide the original Voluntary Information Disclosure Form without demur within seven (7) calendar days of receiving such request from the Securities and Exchange Board of India.

Signature:.................................. *Date:*

Place: