ADVENTZ SECURITIES ENTERPRISES LIMITED

CODE OF CODUCT AND ETHICS

1. INTRODUCTION

The Company aims to be the industry leader by achieving excellence in everything it does including standards of business conduct. This objective shall be achieved by adopting a policy to conduct its business with responsibility, integrity, fairness, transparency and honesty.

The purpose of this code of conduct is to promote conduct of business ethically in an efficient and transparent manner and to meet its obligations to shareholders and all other stakeholders. This code of conduct is also a tool in carrying out the Company's social responsibility in a more effective manner. This Code sets out a broad policy for one's conduct in dealing with the Company, fellow directors and employees and the external environment in which the Company operates.

2. APPLICATION OF THIS CODE

This Code of Conduct applies to all the directors and senior executives of the Company. Senior Executives shall comprise of all the members of management one level below the executive directors, including all functional heads.

Where the Company is a major or strategic shareholder in another company, that company and any joint venture partner or other shareholder(s) should also be made aware of this Code and encouraged to have similar Code.

We aim to choose as business partners, people with high moral and ethical values compatible with our own. If we find ourselves in a business relationship with anyone (e.g. distributor, agent, joint venture partner, supplier, etc.) where it is clear that there is a serious incompatibility, which cannot be resolved we will seek to terminate the relationship.

3. REGULATORY COMPLIANCE

The Company is committed to high standards of corporate governance and believes in compliance with all the laws and regulations both in letter and spirit. The Company has endeavored in setting standards for itself, which are ahead of time and higher than those stipulated by the law. The Company is committed to provide in time, accurate and complete information as required, to all concerned including its stakeholders.

Every Director and Senior Executive of the Company shall, in his business conduct, comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which they operate.

4. RESPECT FOR INDIVIDUAL

The Company's vision is based on inspiring and unleashing creative potential in human assets of the Company. This is possible in an environment where we all respect the rights of those around us. In this direction, the Company shall:

- treat individuals an all aspects of employment solely on the basis of ability irrespective of
  race, caste, creed, religion, age, disability, gender, sexual orientation or marital status, and
- not tolerate racial, sexual or any other kind of harassment.

5. HONEST AND ETHICAL CONDUCT

The Directors and senior executives of the Company should act in accordance with the highest standards of personal and professional integrity, honesty and ethical conduct. Honest conduct is conduct that is free from any fraud or deception. Ethical conduct is the conduct confirming to the accepted professional standards of conduct and shall include ethical handling of actual or apparent conflicts of interest between personal and professional relationships.

6. CONFLICTS OF INTEREST

The Directors and Senior Executives shall not engage in any activity or enter into any pecuniary relationship which might result in conflict or interest, either directly or indirectly.

A "conflict of interest" occurs when an individual's private interest directly or indirectly interferes or appears to interfere with the interests of the Company. The Directors and senior executives must act at all times in the Company's best interests and avoid putting themselves in a position where their personal interests conflict or appears to conflict with the interest of the Company. The personal interests will include those of their relatives. Any director or senior executive, who is aware of a conflict of interest or is concerned that a conflict might develop, is required to disclose the matter promptly to the Board of Directors in case of a director and to the Whole Time Director in case of senior executive.

7. CONCURRENT EMPLOYMENT

The senior Executives of the Company shall not without the prior approval of the Whole Time Director/ CEO of the Company, accept employment or a position of responsibility (such as consultant or a Director) with any other Company, nor provide "free lance" services to anyone. In case of Whole Time Director/ CEO such prior approval must be obtained from the Board of Directors of the Company.

8. MISUSE OF OPPORTUNITIES AND INFORMATION

Directors and senior executives owe a duty to the Company to advance the Company's

business interest when appropriate. Directors and senior executives are prohibited from taking (or directing to a third party) a business opportunity (relevant to the line of business intended to be pursued by the Company) that is discovered through the use of corporate property, information or position, unless the Company has already been offered the opportunity and turned it down. The directors and senior executives are prohibited from using corporate property, information or position for personal gain and from competing with the Company. Wherever, it is difficult to differentiate between personal and Company benefits or there are both personal and Company benefits in certain activities, the only prudent course of conduct for the directors and senior executives is to make sure that any use of Company property or services or such transactions that is not solely for the benefit of the Company has prior approval of the competent authority.

9. CONFIDENTIAL INFORMATION

During the course of employment or dealing with the Company, any information of the confidential nature (whether about the Company, other companies or individuals) that is known to directors or senior executives shall be treated as confidential unless publicly available. Such information should be used only for the purpose of business of the Company. This obligation continues for three years even after leaving the Company.

The Company also respects the rights of others regarding their confidential information. Where information is received from third parties under conditions of confidentiality, the directors and senior executives shall comply with those conditions but no-one should solicit confidential information from third parties without prior authorization.

The use of Company information for personal gain is strictly prohibited. In particular, directors and senior executives or members of their families should not trade in securities of the Company when in possession of unpublished price sensitive material and during trading window restriction period. The Directors and Senior Executives shall also comply with the SEBI (Prohibition of Insider Trading) Regulations, 2015 as and when amended thereto and 'The Code of Internal Procedures and Conduct for Prohibition of Insider Trading" under SEBI (Prohibition of Insider Trading) Regulations, 2015. **(Refer Annexure 1)**

10. FAIR DEALING

The Company does not speak competitive advantages through illegal or unethical business practices. Each director and senior executive should endeavor to deal fairly with the Company's customers, service providers, suppliers, competitors and employees. No director or senior executive should take advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any unfair dealing practice. The Directors and Senior Executives shall immediately bring to the notice of the Board and Whole Time Director, respectively, any unethical behave and actual or suspected fraud.

11. PROTECTION AND PROPER USE OF COMPANY ASSETS

The assets of the Company shall not be misused by the Directors and Senior Executives during the course of conducting the business of the Company or otherwise. The Assets include tangible assets such as equipment and machinery, systems, facilities, materials, resources, etc. as well as intangible assets such as proprietary information, process, design, etc. whether patented or not, relationships with customers and suppliers, etc.

12. BRIBERY

The payment of bribes, kickbacks or other payments of this nature in cash or kind to obtain business or otherwise gain advantage for the Company is strictly prohibited, irrespective of whether payments or offers are made directly or indirectly.

13. GIFTS AND ENTERTAINMENT

Though business gifts and entertainment are customary in many parts of the world they need to be viewed with caution. The directors and senior executives may accept and offer
nominal gifts which are customarily given and/ or are of commemorative nature for special events. Except for above, the Directors and Senior Executives shall neither receive nor offer or make directly/ indirectly any illegal payments, gifts or any benefits which are intended to obtain unethical favour.

14. WEALTH CREATION

The Directors and Senior Executives shall be committed to enhance the shareholders' worth/value and shall strictly comply with all regulations and laws that govern shareholders' rights. The Board shall duly and fairly inform the shareholders all relevant aspects about the company's business and disclose such information as may be required, from time to time. In accordance with the applicable rules and regulations.

15. CORPORATE SOCIAL RESPONSIBILITY

The Company is committed to serve the community around its area of operations. The Company believes that no organization can survive in isolation and it has a responsibility towards public at large. The Company aims to reach out to the neighboring communities, conserve the environment and nurture young people. The Company shall continuously take requisite community development initiatives around the areas of its operations.

16. SAFETY, HEALTH AND ENVIRONMENT

The Company's vision envisages no compromise in its commitment to safety, health and responsible care for the environment. Health and safety of the people in and around its area of operations are of paramount importance to the Company.

The Company is committed to environment protection, pollution control and

maintenance of ecological balance. The Company shall maintain high standards of pollution control, environment protection and safety.

17. FINANCIAL AND OPERATIONAL INTEGRITY

The Company is committed to disclose in its financial statements all the information required to be disclosed under the relevant accounting standards or under any laws or regulations. It is essential to record all the transactions fully and properly in the financial statements.

Internal accounting and audit procedures shall fairly and accurately reflect all the Company's business transactions and disposition of assets.

The fees and compensation payable to the Directors – both executive and non-executive, shall be fixed by the Board and approved by the shareholders as per the applicable provisions of law and the same will be fully disclosed in the Annual Report to the Members.

No record entry or document shall be false or misleading and no undisclosed or unrecorded account, fund or asset shall be established or maintained. The auditors shall be provided full access to all information and records of the Company.

The Company will not knowingly assist fraudulent activity by others.

18. IMPLEMENTATION

Directors and senior executives are accountable for full compliance with this Code of Conduct. Sanctions for breach of this code shall be determined by the Board of Directors in case of Directors and Whole Time Director in case of senior executives. Sanctions may include serious disciplinary action, removal from office as well as other remedies, all to the extent permitted by law and as appropriate under the circumstances.

A formal implementation and monitoring plan shall be designed to promote awareness of and adherence to the Code.

Any significant breaches of the Code by the Directors and Senior Executives must be notified to the Board of Directors and Whole Time Director, respectively. The Whole Time Director shall report to the Company's Board on the Code's operation and effectiveness along with any significant breach of the code.

19. INTERPRETATION

Any question relating to how this Code should be interpreted or applied should be addressed to the Company Secretary.

ANNEXURE-1

THE CODE OF INTERNAL PROCEDURES AND CONDUCT FOR PROHIBITION OF INSIDER TRADING

1. Introduction:

a. This code shall be called "The Code of Internal Procedures and Conduct for prohibition of insider trading in dealing with the securities of the Adventz Securities Enterprises Limited ("**ASEL**")

b. The purpose of this Code is to set up an appropriate mechanism to regulate, monitor, report and prohibit insider trading and ensuring fair disclosure of Unpublished Price Sensitive Information (UPSI). This Code is issued in pursuance of the minimum standards prescribed in Schedule A and B of SEBI (Prohibition of Insider Trading) Regulations, 2015, amended from time to time, without diluting the provisions of its regulations in any manner.

c. It shall come into force with effect from 08.04.2019

2. Definitions:

2.1. "**Act**" means the Securities and Exchange Board of India Act, 1992 (15 of1992);

2.2. "**Board**" means the Securities and Exchange Board of India;

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

2.4. "**Compliance Officer**" means the Company Secretary and in his absence any other senior officer of the Company appointed by the Board of Directors from time to time for the purpose of this Code in pursuance of the Regulations;

2.5. "**Designated Persons**" means and includes:

(i) All Directors on the Board of Directors of the Company;
(ii) All Key Managerial Personnel of the Company;
(iii) Chief Executive Officer of the Company;
(iv) All employees upto two levels below the Chief Executive Officer of the Company;
(v) All executives working in Company Secretarial department;
(vi) All executives at General Manager & above in Accounts & Finance department;
(vii) All promoters of the Company;
(viii) Any support staff of the Company who have access to unpublished price sensitive information.

and any other employee of the Company, as may be approved by the Board of Directors of the Company.

Note 1: Depending on the change in the scope of responsibility of an employee, the Compliance Officer with the approval of the Manager of the Company may exclude any employee from the list of Designated Person.

Note 2: In case any Designated Person separates from the services of the Company due to superannuation/ resignation/termination etc. he/she shall continue to be considered as a Designated Person for a further period of 6 (six) months subsequent to the date of his/her separation from the Company as envisaged under the Regulations.

Note 3: "**Promoter**" shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.

2.6. "**Generally Available Information**" means information that is accessible to the public on a non-discriminatory basis;

2.7. "**Immediate Relative"** means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in Securities;

2.8. "**Insider**" shall have the same meaning as defined in regulation 2 (1) (g) of the SEBI (Prohibition of Insider Trading) Regulations, 2015 (refer-Appendix-I).

2.9. **"Proposed to be listed"** shall include securities of an unlisted company:

i. if such unlisted company has filed offer documents or other documents, as the case may be, with the Board, stock exchange(s) or registrar of companies in connection with the listing; or

ii. if such unlisted company is getting listed pursuant to any merger or amalgamation and has filed a copy of such scheme of merger or amalgamation under the Companies Act, 2013; "

2.10. **"Securities**" shall have the meaning ascribed to such term in the Regulations;

2.11. "**Takeover Code**" means the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time;

2.12. "**Threshold Limit**" means the limit for Trading in Securities of the Company in any calendar quarter, as decided by the Board of Directors of the Company from time to time. For the time being, the Threshold Limit for Trading in Securities of the Company in a calendar quarter is Rs. 10 Lakhs;

2.13. **"Trading"** means and includes subscribing, buying, selling, dealing, pledging or agreeing to subscribe, buy, sell or deal in or pledge any Securities of the Company, and "**Trade**" shall be construed accordingly;

2.14. **"Trading Day"** means a day on which the Stock Exchange(s) are open for trading;

2.15. **"Trading Window"** means the period during which Trading in Company's Securities can be carried out; and

2.16. "**Unpublished Price Sensitive Information**" means any information, relating to the Company or its Securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of

Securities of the Company and shall, ordinarily include but not be restricted to, information relating to the following:

i) Periodical audited or un-audited financial results of the Company;
ii) Intended declaration of dividends (both interim and final) by the Company;
iii) Issue of Securities of the Company or buy-back of Securities by the Company;
iv) Any major expansion plans of or execution of new projects by the Company;
v) Any amalgamation, mergers, de-mergers, acquisitions/takeovers, delisting proceedings and such other transactions involving the Company;
vi) Disposal of the whole or a substantial part of the undertaking by the Company;
vii) Any significant changes in policies, plans or operations of the Company;
viii) Any proposed joint venture/ foreign collaboration and major consultancy work in India or abroad;
ix) Any change in status of the Company;
x) Any change in key managerial personnel of the Company;
xi) Any other event as may be notified by the Company from time to time.

The words and expressions used but not defined herein shall have the meanings as ascribed to them under the Regulations.

3. RESPONSIBILITIES AND DUTIES OF COMPLIANCE OFFICER

a. The Compliance Officer shall be responsible under the overall supervision of the Board of Directors of the Company, for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of UPSI, monitoring of Trades as per the Code and implementation of the Code, maintaining records of the Designated Persons and their Immediate Relatives and any changes made in the list of Designated Persons and their Immediate Relatives and providing guidance and clarifications sought by Designated Persons regarding the Regulations and the Code.

b. The Compliance Officer shall report to the Board of Directors and shall provide reports to the Chairperson of the Audit Committee on a quarterly basis in respect of Trading in the Securities of the Company by the Designated Persons and their Immediate Relatives, the trading plans and pre-clearances approved and rejected by the Compliance Officer.

c. The Compliance Officer shall discharge other functions and duties as prescribed in the Code and the Regulations.

4. GENERAL RESTRICTIONS

a. No Designated Person (including his/her Immediate Relatives) should Trade in the Securities of the Company at any time while in possession of, or having access to, any Unpublished Price Sensitive Information.

b. Designated Persons are obliged to treat UPSI with due care and they have a duty to safeguard UPSI irrespective of source of receipt of UPSI. Designated Persons shall use UPSI for the specified purpose only and it must not be used for any personal gain. No Designated Person shall communicate, provide, or allow access, or procure or cause communication of any Unpublished Price Sensitive Information, relating to the Company or its Securities, to any person, except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal

obligations.

Determination of Legitimate Purpose

The term "legitimate purpose" includes sharing of UPSI in the ordinary course of business with Company's collaborators, lenders including prospective lenders, customers, suppliers, merchant bankers, legal advisors, auditors, credit rating agencies, insolvency professionals or other advisors, service providers or consultants; provided that such sharing of UPSI has not been carried out to evade or circumvent the prohibitions of the Regulations.

Whether sharing of UPSI for a particular instance tantamounts to 'legitimate purpose' would entirely depend on the specific facts and circumstances of each case. Primarily, the following factors should be considered while sharing the UPSI:

i. whether sharing of such UPSI is in the ordinary course of business of the Company;
ii. whether sharing of such UPSI is in the interests of the Company or in furtherance of a genuine commercial purpose; and
iii. whether the nature of UPSI being shared is commensurate to the purpose for which access is sought to be provided to the recipient.

Any person who is in receipt of UPSI pursuant to a "legitimate purpose" shall be considered as Insider for the purpose of Regulations and due notice shall be given to such persons to maintain confidentiality of such UPSI in compliance with the Regulations.

5. PRESERVATION OF UPSI AND CHINESE WALL PROCEDURES

a. UPSI should be maintained within the Chinese Walls at all times. In the event any person (who is not a Designated Person) is required to be wall – crossed, i.e., brought over the Chinese Wall in order to obtain access to the UPSI for a specific purpose, prior approval of the Managing Director must be sought. The Managing Director shall consider whether such person being wall – crossed, is being provided UPSI on a need – to – know basis. Further, information shared with such wall – crosser should be limited to the specific transaction or purpose for which their assistance is required.

b. All persons who have wall – crossed should be notified that he/she would be considered to be a Designated Person under this Code and consequently, required to comply with all applicable provisions of the Code and Regulations, till such information remains UPSI.

c. UPSI is to be handled on a "need to know" basis. It should be disclosed only to those who need the information to discharge their duty and possession of UPSI by them will not give rise to a conflict of interest or misuse of UPSI.

d. Files containing UPSI shall be kept secured with restricted access and computer files containing UPSI should be protected with the help of login, passwords, etc.

e. In case of any transaction(s) involving UPSI, the Managing Director shall identify the Designated Person(s) who shall have access to any inside information relating to such sensitive transaction(s). While dealing with such inside information, these Designated Persons shall, to the extent applicable, adhere to the provisions of this Clause 5.

6. PREVENTION OF MISUSE OF UPSI

All Designated Persons and their Immediate Relatives shall be subject to Trading restrictions as stated below:

a. Trading Window

The Designated Persons and their Immediate Relatives shall trade in the Securities of the Company only when the Trading Window is open; provided that the Trading Window norms shall not be applicable for Trades carried out in accordance with a trading plan approved under clause 9 hereof.

b. Prohibition on Trading in Securities of the Company

Designated Persons and their Immediate Relatives shall not Trade in the Securities of the Company:

(i) during the Prohibited Period (as defined below) or

(ii) at any time (even when the Trading Window is open) if in possession of UPSI.

c. "**Prohibited Period**" means :

i. a period from the end of every financial year till 48 hours after declaration of unaudited/ audited annual financial results;

ii. a period from the end of every quarter till 48 hours after declaration of unaudited/ audited quarterly financial results;and

iii. any period when the Compliance Officer otherwise has reasons to believe that Designated Persons can reasonably be expected to have possession of UPSI; Provided that where such UPSI is proposed to be considered at a meeting of the Board of Directors of the Company, such period shall, as far as practicable, commence at least 7 days before such meeting of the Board of Directors. The Compliance Officer shall determine the timing for re- opening the Trading Window taking into account various factors including UPSI in question becoming Generally Available Information and being capable of assimilation by the market, which in any event shall not be earlier than 48 hours after the information becomes Generally Available Information.

d. The intimation about the Prohibited Period shall be given by the Compliance Officer, wherever required, through e-mail, circular and/ or posting on the website of the Company, etc.

7. PRE-CLEARANCE OF TRADES

All Designated Persons including their Immediate Relatives intending to Trade in the Securities of the Company upto the Threshold Limit fixed as aforesaid may do so without any clearance from the Compliance Officer.

While calculating the Threshold Limit, the cumulative value of the Securities of the Company Traded, whether in one transaction or series of transactions, during a calendar quarter by the Designated Person and his/her Immediate Relatives shall be taken into account.

Where the Trading Window of the Company is open, the Designated Persons including their Immediate Relatives intending to trade in the Securities of the Company in excess of the Threshold Limit, shall pre-clear the transactions; provided that the pre-clearance of

Trade is not required for a Trade executed as per a trading plan which has been approved under clause 9 hereof.

The procedure for pre-clearance of Trades is stated hereunder:

a. The Designated Person should make an application in the prescribed form, as per **Annexure - A**, to the Compliance Officer indicating the estimated number and value of Securities of the Company that such Designated Person (or his / her Immediate Relative) intends to Trade in and such other details as may be required in this behalf. The application is to be filed alongwith statement of holding in Securities of the Company at the time of pre-clearance as per **Annexure – B**.

b. The Designated Person shall execute an undertaking in favour of the Company incorporating therein *inter-alia*, the following clauses, as may be applicable:

   i. that such Designated Person (including his/ her Immediate Relatives) does not have any access to or has not received and is not in possession of any Unpublished Price Sensitive Information upto the time of signing the undertaking;

   ii. that in case such Designated Person (including his/ her Immediate Relatives) has access to or receives Unpublished Price Sensitive Information after the signing of the undertaking but before the execution of the transaction such Designated Person shall inform the Compliance Officer of the change in the position and that such Designated Person (including his/ her Immediate Relatives) would completely refrain from Trading in the Securities of the Company till the time such information becomes Generally Available Information;

   iii. that the Designated Person (including his / her Immediate Relatives) has not contravened the Code; and

   iv. that the Designated Person has made a full and true disclosure in the matter.

c. Prior to approving any Trades, the Compliance Officer shall have regard to whether the declaration given by the Designated Person, to the effect that he / she is not in possession of any Unpublished Price Sensitive Information, is reasonably capable of being rendered inaccurate.

d. The Designated Persons and their Immediate Relatives shall execute their transactions in respect of Securities of the Company within 7 Trading Days from the date of pre-clearance after which pre-clearance will lapse. Thereafter, a fresh pre-clearance will be needed for the Trades to be executed.

e. Where a Trade is not executed after obtaining pre-clearance from the Compliance Officer, the concerned person shall intimate the same to the Compliance Officer within 2 (two) Trading Days after the expiry of 7 (seven) Trading Days from the date of pre-clearance by the Compliance Officer, as per **Annexure C**.

f. In case the Compliance Officer or his/her Immediate Relatives intend to Trade in the Securities of the Company in excess of the Threshold Limit, he/she shall obtain pre-clearance for the same from the Managing Director of the Company, as per the pre-clearance procedure under this Code.

g. Such pre-clearance shall not in any way be deemed to be confirmation of compliance with the Takeover Code, if applicable. The person seeking pre- clearance shall be solely responsible for compliance with the provisions of the Takeover Code, if applicable.

8. RESTRICTIONS ON CONTRA TRADE AND DERIVATIVE TRANSACTIONS

(a) The Designated Persons and their Immediate Relatives shall not enter into a contra Trade during the next six months following a Trade; provided that the contra Trade restrictions shall not be applicable to the following:

(i) Trades pursuant to exercise of stock options; and

(ii) Trades carried out in accordance with a trading plan approved under clause 9 hereof.

For example: If 'X' or any of his Immediate Relatives buy Securities of the Company on January 1, 2019, then 'X' and his Immediate Relatives shall not sell any Securities of the Company until July 1, 2019 and *vice versa*.

The Compliance Officer may grant relaxation from strict application of such restriction on an application made in this behalf by the concerned Designated Person and after recording in writing the reasons in this regard; provided that such relaxation does not violate the Regulations.

In case a contra Trade is executed, inadvertently or otherwise, in violation of the aforesaid 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 SEBI Act.

b) The Designated Persons and their Immediate Relatives shall not take any positions in derivative transactions in the Securities of the Company at any time.

9. TRADING PLANS

a) A Designated Person who may be perpetually in possession of UPSI, and his/her Immediate Relatives shall have an option to formulate a trading plan as per **Annexure – D** and present it to the Compliance Officer for approval and public disclosure pursuant to which Trades may be carried out on their behalf in the Securities of the Company.

b) Such trading plan shall:

(i) not entail commencement of Trading in Securities of the Company on behalf of the Designated Person and/or his/ her Immediate Relatives earlier than 6 months from the public disclosure of the trading plan;

(ii) not entail Trading in Securities of the Company for the period between the 20th Trading Day prior to the last day of any financial period for which results are required to be announced by the Company and the 2nd Trading Day after the disclosure of such financial results;

(iii) entail Trading in Securities of the Company for a minimum period of 12 months;

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

(v) set out either the value of Trades to be effected in the Securities of the Company or the number of Securities of the Company to be traded along with the nature of the Trade and the intervals at, or dates on which such Trades in the Securities of the Company shall be effected; and

(vi) not entail Trading in Securities of the Company for market abuse.

c) The Compliance Officer shall review the trading plan to assess whether the plan would have any potential for violation of the Code or the Regulations and shall be entitled to seek such express undertakings as may be necessary to enable such assessment and to approve and monitor implementation of the trading plan.

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

e) The trading plan once approved shall be irrevocable and the Designated Person (including his/ her Immediate Relatives) shall mandatorily have to implement the plan, without being entitled to either deviate from it or to execute any Trade in the Securities of the Company outside the scope of the trading plan:

Provided that the implementation of the trading plan shall not be commenced if any UPSI in possession of the Designated Person and/or Immediate Relatives at the time of formulation of the plan has not become Generally Available Information at the time of commencement of implementation and in such event the Compliance Officer shall confirm that the commencement ought to be deferred until such UPSI becomes Generally Available Information, in compliance with the Regulations.

10. DISCLOSURES AND REPORTING REQUIREMENTS

The disclosures required to be made by a person under this provision shall include details of Trades by such person's Immediate Relatives, wherever applicable.

I) Initial Disclosure

The Designated Persons shall make following disclosures to the Compliance Officer:

a) Within 30 (thirty) days from the date on which the Regulations come into force, the details of Securities of the Company held by them and their Immediate Relatives, as per **Annexure - E.**

b) Within 21 days from the date on which the Code come into force, one time disclosure about Educational Qualification, Past Employers, etc., wherever applicable, as per **Annexure - F.**

c) Within 7 (seven) days of his / her appointment as or becoming a Designated Person:

(i) the details of Securities of the Company held by them and their Immediate Relatives, as per **Annexure - G**;

(ii) One time disclosure about Educational Qualification, Past Employers, etc., wherever applicable, as per **Annexure - F.**

d) The Designated Persons shall provide a one – time declaration containing the details of the names of educational institutions from which the Designated Persons have graduated and names of their past employers, if applicable.

II) Continual Disclosure

a) Every Designated Person shall disclose to the Compliance Officer, the number of Securities of the Company acquired or disposed of, within 2 (two) Trading Days of such transaction, if the aggregate value of Securities of the Company Traded, whether in one transaction or a series of transactions over any calendar quarter, exceeds Rs. 10 lakhs or such other value as may be specified by SEBI in this regard.

Such disclosure shall be made as per **Annexure - H**

b) The Designated Persons shall forward to the Compliance Officer,

(i) Quarterly statement of transactions in Securities of the Company as per **Annexure – I** within a period of 15 (fifteen) days from the end of a calendar quarter. If there is no transaction in a particular quarter, the "Nil" statement is not required to be submitted.

(ii) An Annual statement of holdings in the Securities of the Company within 30 (thirty) days of the close of financial year as per **Annexure - J.**

The details of Immediate Relatives and persons with whom such Designated Person shares a Material Financial Relationship, within 30 days of close of every financial year and within 15 days of any change in such information as submitted to the Company, as per **Annexure –K.**

11. PENALTIES/ PUNISHMENTS

a. Any Designated Person who Trades in Securities of the Company or communicates any UPSI in contravention of this Code will be penalized and appropriate action will be taken against such Designated Person by the Company after giving reasonable opportunity of being heard in the matter. Such Designated Person shall also be subject to disciplinary action by the Company including wage freeze, suspension, recovery, clawback, in-eligibility for future participation in ESOPs, etc.

b. In case any violation of Regulations is observed, the Compliance Officer shall promptly inform the same to SEBI.

c. In addition to the aforesaid penalties/ punishments, the persons violating the Regulations will also be subject to any other action by SEBI as per SEBI Act.

12. MISCELLANEOUS

a. The gap between clearance of financial results by the Audit Committee and Board of Directors meeting for approval of such financial results should be as narrow as possible and preferably on the same day to avoid leakage of UPSI.

b. The Board of Directors of the Company shall have power to modify or replace this Code in part or full as may be thought fit from time to time in its absolute discretion.

c. The decision of the Board of Directors with regard to all matters relating to this Code will be final and binding on all concerned.

d. In case any provisions of this Code are contrary to or inconsistent with the provisions under the Regulations, the provisions of Regulations shall prevail.

Annexure - A

APPLICATION FOR PRE-CLEARANCE & UNDERTAKING

(to be submitted in duplicate)

Date: _____

Compliance Officer
Adventz Securities Enterprises Limited
Hongkong House,
31 B.B.D Bagh(S),
Kolkata - 700 001

Dear Sir,

With reference to the Code of Conduct to Regulate, Monitor and Report Trading in Securities of the Company ("Code"), *I/My Immediate Relative(s) seek your approval to *subscribe to/agree to subscribe to/purchase/sell/Trade as an agent/ principal ---------- (nos.) *equity shares/ other Securities of the Company as per details given in the statement of holding attached herewith in the prescribed format.

As required by the Code, I hereby undertake that:

(a) Neither I nor any of my Immediate Relative(s) have access to or received any information that could be construed as "Unpublished Price Sensitive Information" as defined in the Code upto the time of signing this undertaking.
(b) In case I, or any of my Immediate Relatives, have access to or receive any information that could be construed as "Unpublished Price Sensitive Information" as defined in the Code, 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 Generally Available Information.
(c) I have not contravened the provisions of the Code as notified by the Company from time to time or the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.
(d) I do not have any approved trading plan in place.
(e) I have made full and true disclosure in the matter.

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Code.

Signature :
Name :
Designation :
Department :

PRE-CLEARANCE ORDER

This is to inform you that your request for Trading in .....(nos.) of *equity shares / other Securities of the Company as mentioned in your above mentioned application is approved. Please note that the said transaction must be completed on or before _____(date) that is within 7 Trading Days from today.

Date:

For **Adventz Securities Enterprises Limited**

Compliance Officer

* Strikeout whatever is not applicable

Annexure - B

STATEMENT OF HOLDING AT THE TIME OF PRE-CLEARANCE

Date: _____

Compliance Officer
Adventz Securities Enterprises Limited
Hongkong House,
31 B.B.D Bagh(S),
Kolkata - 700 001

1. DETAILS OF HOLDING OF *DESIGNATED PERON

Nature and No. of Securities held	*Folio No./ Client ID & DP ID No.	Nature of Transaction for which approval is sought	Nature and No. of Securities to be dealt	Approximate market value (Rs.)

2. DETAILS OF SECURITIES HELD BY IMMEDIATE RELATIVE(S)

Name, PAN No. and address of relative	Relationship	Nature & No. of Securities held	*Folio No./ Client ID & DP ID No.	Nature of Transaction for which approval is sought	Nature and No. of Securities to be dealt	Approximate market value (Rs.)

*I/ We declare that I/ We shall not enter into a contra Trade** in the Securities of the Company during the next 6 months following the last Trade.

Signature :
Name :
Designation :
Department :

* Strikeout whatever is not applicable
** Contra trade means if you or your Immediate Relatives buy share on particular date, you and your Immediate Relatives can't sell any share of the Company for next 6 months from the last purchase. Similarly, you and your Immediate relatives can't purchase shares for next 6 months from last sale.

Annexure - C

REPORTING OF NON COMPLETION OF TRADES

Date: _____

Compliance Officer
Adventz Securities Enterprises Limited
Hongkong House,
31 B.B.D Bagh(S),
Kolkata - 700 001

Dear Sir,

I hereby inform you that the Trading in Securities of the Company for which pre-clearance was granted, could not completed as per details given below:

Name of Designated Person / Immediate Relative	Details of pre-clearance sought				Details of Trades executed			
	Date of approval	Nature and no. of Securities	Approximate market value of Securities (in Rs.)	Type of transaction	Date of execution of Trade	Nature of Trade	Quantity of Securities Traded	Value of Securities Traded (Rs.)

Signature :
Name :
Designation :
Department :

Annexure – D

TRADING PLAN

For Office Use Only

Trading Plan Approval No.:____of_____[Year]

Date: _____

Compliance Officer
Adventz Securities Enterprises Limited
Hongkong House,
31 B.B.D Bagh(S),
Kolkata - 700 001

Dear Sir,

I hereby submit the trading plan for carrying out Trades in the Securities of the Company by *me and / or my Immediate Relatives as per the following details for your consideration and approval:

1. General Information

Name of the Designated Person / Immediate Relative	Relationship (in case of Immediate Relative	PAN of the Designated Person/ Immediate Relative	Date of commencement of Trading Plan	Duration of Trading Plan (minimum12 months)		Details of previous Trading Plan, if any (Approval Number, Date and Duration)
				From	**To**	

2. Details of proposed trades:

Sr. No.	Nature of Trades	Dates of Trades or time interval between Trades	Nature of Securities to be Traded	Value of Trades (in Rs.) or number of Securities to be Traded	Remarks, if any

I hereby confirm/undertake that:

(a) I am not in possession of any Unpublished Price Sensitive Information on the date of this application.

OR

the above trading plan shall be implemented only after Unpublished Price Sensitive Information in my possession as on the date of this application is generally available.

(b) I do not have any trading plan in place which has an overlap with the period identified above

Notes:

1. No Trading is permitted between 20th Trading Day prior to the last day of the financial period for which results are to be announced by the Company and the 2nd Trading Day after disclosure of such financial results.
2. The date of commencement of trading plan shall not be earlier than 6 months from the public disclosure of the trading plan.

Annexure – E

INITIAL DISCLOSURE TO THE COMPANY

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

[Regulation 7 (1) (a) read with Regulation 6(2)]

Name of the Company: Adventz Securities Enterprises Limited
ISIN of the Company : INE810E01016

DETAILS OF SECURITIES HELD BY PROMOTER /KEY MANAGERIAL PERSONNEL (KMP) / DIRECTOR/ DESIGNATED PERSON AND THEIR IMMEDIATE RELATIVES

Name, PAN, CIN/DIN & address with contact nos.	Category of Person (Promoter/ KMP / Directors/ Immediate Relatives to/ others etc.)	Securities held as on the date of Regulation coming into force		% of Shareholding
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5

Note: Securities shall have the meaning as defined under Regulation 2(1)(i) of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015

DETAILS OF OPEN INTEREST (OI) IN DERIVATIVES OF THE COMPANY HELD BY PROMOTER/ KEY MANAGERIAL PERSONNEL (KMP) / DIRECTOR/ DESIGNATED PERSON AND THEIR IMMEDIATE RELATIVES

Open Interest of the Future contracts held as on the date of Regulation coming into force			Open Interest of the Option Contracts held as on the date of Regulation coming into force		
Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
6	7	8	9	10	11

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

Name & Signature :
Designation :
Date :
Place :

Annexure – F

ONE TIME DISCLOSURE TO THE COMPANY BY DESIGNATED PERSONS

Name of the Company: Adventz Securities Enterprises Limited
ISIN of the Company : INE810E01016

1. DETAILS OF DESIGNATED PERSON

Name, & address, PAN, contact nos.	Category of Person (Promoters/KMP / Directors/ Immediate Relatives to / others etc.)	Details of the Educational Institution from which Designated Person has graduated			Full names of past employers (start from the last employer)
		Name of Institution	Course	Year of Passing	

2. DETAILS OF IMMEDIATE RELATIVES

Name and Address of Immediate Relative	Relationship with Designated Person	PAN of Immediate Relative	Landline No. of Immediate Relative	Mobile / Cell No. of Immediate Relative

3. DETAILS OF PERSON WITH WHOM DESIGNATED PERSON SHARES MATERIAL FINANCIAL RELATIONSHIP*

Name and Address of Person with whom the Designated Person shares Material Financial Relationship	Relationship, if any	PAN of Person with whom the Designated Person shares Material Financial Relationship	Landline No. of Person with whom the Designated Person shares Material Financial Relationship	Mobile / Cell No. of Person with whom the Designated Person shares Material Financial Relationship

* "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 during the immediately preceding 12 (twelve) months, equivalent to at least 25% of such payer's annual income but shall exclude relationships in which the payment is based on arm's length transactions.

Name :
Signature :
Designation :
Date :

Annexure – G

DISCLOSURE ON BECOMING A DIRECTOR / KMP / PROMOTER / OTHER DESIGNATED PERSON

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

[Regulation 7 (1) (b) read with Regulation 6(2)]

Name of the Company: Adventz Securities Enterprises Limited
ISIN of the Company : INE810E01016

DETAILS OF SECURITIES HELD ON APPOINTMENT OF KEY MANAGERIAL PERSONNEL (KMP)/ DIRECTOR/ OTHER DESIGNATED PERSONS OR UPON BECOMING PROMOTER AND THEIR IMMEDIATE RELATIVES

Name, PAN, CIN/DIN & Address with contact nos.	Category of Person (Promoter/KMP / Directors/ other Designated Person/ Immediate Relative to / others etc.)	Date of appointment of Director /KMP/ Designated Person or becoming Promoter	Securities held at the time of or becoming of Promoter or appointment of /Director/ KMP/ Designated Person		% of Shareholding
			Type of security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5	6

Note: Securities shall have the meaning as defined under Regulation 2(1)(i) of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015

DETAILS OF OPEN INTEREST (OI) IN DERIVATIVES OF THE COMPANY HELD ON APPOINTMENT OF KEY MANAGERIAL PERSONNEL (KMP) / DIRECTOR/ DESIGNATED PERSON OR BECOMING OF PROMOTERAND THEIR IMMEDIATE RELATIVES

Open Interest of the Future contracts held at the time of becoming a Promoter or appointment of Director/ KMP/ Other Designated Person			Open Interest of the Option Contracts held at the time of becoming a Promoter or appointment of Director/ KMP/ Designated Person		
Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
7	8	9	10	11	12

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

Name & Signature :
Designation :
Date :
Place :

Annexure - H

CONTINUAL DISCLOSURE

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

Name of the Company: Adventz Securities Enterprises Limited
ISIN of the Company : INE810E01016

DETAILS OF CHANGE IN HOLDING OF SECURITIES OF PROMOTER, DIRECTOR OR OTHER DESIGNATED PERSON AND THEIR IMMEDIATE RELATIVES

Name, PAN, CIN/DIN, & address with contact nos.	Category of Person (Promoter / Directors/ Other Designated Persons/ Immediate Relatives to/ Others etc.)	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition/ disposal (on market/ public/ rights/ preferential offer/ off market/ Inter-se transfer, ESOPs etc.)
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revoke/ Invoke)	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	From	To		
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Note: Securities shall have the meaning as defined under Regulation 2(1)(i) of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015

DETAILS OF TRADING IN DERIVATIVES OF THE COMPANY BY PROMOTER OR DIRECTOR OR OTHER DESIGNATED PERSON AND THEIR IMMEDIATE RELATIVE

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

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

Name & Signature :
Designation :
Date :
Place

Annexure - I

QUARTERLY STATEMENT OF TRANSACTIONS IN SECURITIES
FOR THE QUARTER ENDED _____

Date:_____

Compliance Officer
Adventz Securities Enterprises Limited
Hongkong House,
31 B.B.D Bagh(S),
Kolkata - 700 001

1. QUARTERLY STATEMENT OF TRANSACTIONS IN SECURITIES BY *DESIGNATED PERSON

No. of Securities held on 1st day of the quarter (opening balance)	Nature of Securities	No. of Securities bought during the quarter	No. of Securities sold during the quarter	No. of Securities held on last day of the quarter (closing balance)	*Folio No./ Client ID & DP ID No.

2. QUARTERLY STATEMENT OF TRANSACTIONS IN SECURITIES BY IMMEDIATE RELATIVE(S)

Name, PAN No. and address of relative	Relationship	Nature of Securities	No. of Securities held on 1st day of the Quarter (opening balance)	No. of Securities bought during the quarter	No. of Securities sold during the quarter	No. of Securities held on the last day of the quarter (closing balance)	*Folio No./ Client ID & DP ID No.

*I/We declare that I/We shall not enter into a contra Trade in the Securities of the Company during the next 6 months following the last Trade.

*I/We further declare that the above disclosure is true and correct.

Signature :
Name :
Designation :
Department :

* Strikeout whatever is not applicable

Annexure - J

ANNUAL DISCLOSURE

Compliance Officer
Adventz Securities Enterprises Limited
Hongkong House,
31 B.B.D Bagh(S),
Kolkata - 700 001

1 ANNUAL STATEMENT OF SECURITIES HELD BY *DESIGNATED PERSON

No. of Securities held on 1st April _____ (opening balance)	Nature of Securities	No. of Securities bought during the year	No. of Securities sold during the year	No. of Securities held on 31st March_____ (closing balance)	*Folio No./ Client ID & DP ID No.

2. ANNUAL STATEMENT OF SECURITIES HELD BY IMMEDIATE RELATIVES

Name, PAN No. and address of relative	Relationship	Nature of Securities	No. of Securities held on 1st April _____ (opening balance)	No. of Securities bought during the year	No. of Securities sold during the year	No. of Securities held on 31st March_____ (closing balance)	*Folio No./ Client ID & DP ID No.

*I/We declare that that I/We shall not entered into a **contra Trade in the Securities of the Company during the next 6 months following the last Trade.

*I/We further declare that the above disclosure is true and correct.

Signature :
Name :
Designation :
Date :

* Strikeout whatever is not applicable

Annexure – K

DISCLOSURE ABOUT IMMEDIATE RELATIVES AND PERSONS WITH WHOM DESIGNATED PERSON SHARES MATERIAL FINANCIAL RELATIONSHIP

Name of the Company: Adventz Securities Enterprises Limited
ISIN of the Company : INE810E01016

Purpose : Annual Disclosure / Disclosure on Change of details (strike out whatever is not applicable)
Date of Change (IF APPLICABLE) :

1. DETAILS OF IMMEDIATE RELATIVES

Name and Address of Immediate Relative	Relationship with Designated Person	PAN of Immediate Relatives	Landline No. of Immediate Relative	Mobile / Cell No. of Immediate Relative

2. DETAILS OF PERSON WITH WHOM DESIGNATED PERSON SHARES MATERIAL FINANCIAL RELATIONSHIP*

Name and Address of Person with whom the Designated Person shares Material Financial Relationship	Relationship, if any	PAN of Person with whom the Designated Person shares Material Financial Relationship	Landline No. of Person with whom the Designated Person shares Material Financial Relationship	Mobile / Cell No. of Person with whom the Designated Person shares Material Financial Relationship

* "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 during the immediately preceding 12 (twelve) months, equivalent to at least 25% of such payer's annual income but shall exclude relationships in which the payment is based on arm's length transactions.

Name & Signature :
Designation :
Date :
Place :