

**IMMENCITY OFFICE PARKS PRIVATE LIMITED**

**CODE OF CONDUCT FOR PROHIBITION OF INSIDER TRADING**

**Version: 01/2025-26**

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## 1. Introduction

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The Securities and Exchange Board of India (“SEBI”), in its endeavour to protect the interests of investors in general, had notified the new Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 on 15th January 2015 (w.e.f. May 15, 2015) (‘PIT Regulations’). In terms of the Regulations, Immensity Office Parks Private Limited (hereinafter referred to as “the Company”) is required, inter alia, to frame a Code of Conduct for prohibition of insider trading (hereinafter referred to as “Insider Code”) by designated persons (separately defined hereinafter) including the Directors of the Company, in relation to the securities of the Company.

In line with the Regulations, the following Insider Code has been adopted by the Board of Directors of the Company.

## 2. Applicability

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Subject to applicable laws, this Insider Code is applicable to all designated persons, their immediate relatives, promoter and promoter group of the Company.

## 3. Definition

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As used in this Insider Code:

- a. “Act” means the Securities and Exchange Board of India Act, 1992, as amended.
- b. “Board” means Board of Directors of the Company.
- c. “Insider Code” means this Code of Conduct for Prohibition of Insider Trading including modifications made thereto from time-to-time.
- d. “Company” means Immensity Office Parks Private Limited.
- e. “Compliance Officer” means any the Company Secretary of the Company or any other designated person 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compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in the Regulations under the overall supervision of the Board.
- f. "Connected Person" means-
  - i. any person who is or has been, during the six months prior to the concerned act, associated with a Company, in any capacity, directly or indirectly, 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, whether temporary or permanent, with the company, 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, -

1. a relative of connected persons specified in clause (i); or
2. a holding company or associate company or subsidiary company in relation to the Company; or
3. an intermediary as specified in section 12 of the Act or an employee or director thereof; or
4. an investment company, trustee company, asset management company or an employee or director thereof; or
5. an official of a stock exchange or of clearing house or corporation; or
6. 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
7. 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
8. an official or an employee of a self-regulatory organization recognised or authorized by the Board; or
9. a banker of the Company; or
10. a concern, firm, trust, Hindu undivided family, company or association of persons wherein any director of the Company or his immediate relative or banker of the Company, has more than ten per cent of the holding or interest.
11. a firm or its partner or its employee in which a connected person specified in sub-clause (i) of clause (d) is also a partner; or
12. a person sharing household or residence with a connected person specified in sub-clause (i) of clause (d).

g. "Designated Persons" shall cover the following:

i. All directors whether executive, non-executive or independent;

ii. All promoters of the Company;

iii. Employees of the Company, if any, employees, officers, and consultants of the holding company who are engaged in the work relating to the Company and who are reasonably expected to have access to UPSI and employees of the Company's material subsidiaries, if any, designated on the basis of their functional role or access to UPSI in the organization.

iv. any other person as may be determined by the designated Compliance Officer from time to time.

h. "Financially literate" shall mean a person who has the ability to read and understand basic financial statements i.e. balance sheet, profit and loss account, and statement of cash flows.

i. "Generally Available Information" means information that is accessible to the

public on a non- discriminatory basis and shall not include unverified event or information reported in print or electronic media.

- j. "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.
- k. "Insider" means any person who is:
  - i. a connected person; or
  - ii. in possession of or having access to unpublished price sensitive information.
- l. "Legitimate purpose" shall include sharing of UPSI in the ordinary course of business by an insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the regulations.
- m. "Material financial relationship" shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from a designated person during the immediately preceding twelve months, equivalent to at least 25% of the annual income of such designated person but shall exclude relationships in which the payment is based on arm's length transactions.
- n. "Regulations" means Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended.
- o. "Relative" shall mean the following:
  - i. spouse of the person;
  - ii. parent of the person and parent of its spouse;
  - iii. sibling of the person and sibling of its spouse;
  - iv. child of the person and child of its spouse;
  - v. spouse of the person listed at sub-clause (iii); and
  - vi. spouse of the person listed at sub-clause (iv)
- p. "Promoter and Promoter Group" shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof;
- q. "Securities" shall mean and include equity shares and derivatives on shares of the Company;
- r. "Takeover Regulations" means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;
- s. "Trading" means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities, and "trade" shall be construed accordingly;

- t. "Trading Day" means a day on which the recognized stock exchanges are open for trading;
- u. "Unpublished Price Sensitive Information or UPSI" 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 the securities and shall, ordinarily including but not restricted to, information relating to the following: -
  - i. financial results;
  - ii. dividends;
  - iii. change in capital structure;
  - iv. mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions; and
  - v. changes in key managerial personnel.

Words and expressions used and not defined in the 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 legislations.

#### **4. Role of Compliance Officer and Authority to delegate**

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- a. The Compliance Officer shall report to the Board of Directors and in particular, shall provide reports to the Chairman of the Audit Committee, if any, or to the Chairman of the Board of Directors at such frequency as may be stipulated by the Board of Directors but not less than once in a year.
- b. In case the Compliance Officer is not available either on account of his being on leave or on his being away from the Office of the Company for a period of 7 (seven) days or more, he shall delegate his authority to any executive as he may deem fit and appropriate, who shall act as Compliance Officer during the period of his absence.

#### **5. Confidentiality of UPSI/Confidential Information**

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- a. All information shall be handled within the Company on a need-to-know basis and no UPSI shall be communicated to any person except in furtherance of the insider's legitimate purposes, performance of duties or discharge of his legal obligations.
- b. Employees, who are in possession of UPSI, have a responsibility to ensure that UPSI should not be shared or disclosed to any persons except in the discharge of their legal obligations. All non-public information directly / indirectly received by any employee should immediately be reported to the head of the department. For this, the management shall ensure that appropriate policies, procedures and physical arrangements are implemented for the relevant businesses and that these are complied with by all affected employees.
- c. Confidential Information / UPSI shall be kept with adequate security.

- d. No Insider shall trade in securities of the Company that are listed or proposed to be listed while in possession of UPSI, except as provided under the Regulations. When a person who has traded in such securities has been in possession of UPSI, his trades would be presumed to have been motivated by the knowledge and awareness of such information in his possession, unless the insider proves his innocence by demonstrating the circumstances including the circumstances enumerated under the Regulations.

## 6. Trading Plan

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- a. An Insider can enter into a trading plan formulated and present it to the Compliance Officer for approval and public disclosure pursuant to which trades may be carried out with such plan.
- b. Such trading plan shall:
  - a) not entail commencement of trading on behalf of the insider earlier than 6 months from the public disclosure of the plan.
  - b) 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 Bank and the second trading day after the disclosure of such financial results;
  - c) entail trading for a period of not less than twelve months;
  - d) not entail overlap of any period for which another trading plan is already in existence.
  - e) 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;
  - f) not entail trading in securities for market abuse.
- a. Compliance Officer shall review such trading plan to assess whether the plan would have any potential for violation of the Regulations or this Code and shall be entitled to seek such express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan.
- b. The trading plan once approved shall be irrevocable and the insider shall mandatorily have to implement the plan, without being entitled to either execute any trade in the securities outside the scope of the trading plan or to deviate from it except due to permanent incapacity or bankruptcy or operation of law.
- c. The implementation of the trading plan shall not be commenced if any UPSI is in the possession of the insider at the time of formulation of the plan has not become generally available at the time of the commencement of implementation.
- d. The compliance officer shall approve or reject the trading plan within 2 trading days of receipt of the trading plan and notify the approved plan to the stock exchanges on which the securities are listed, on the day of approval.

## 7. Trading Window

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A trading window shall be used as an instrument of monitoring trading by Designated Persons. The Compliance Officer should close trading window when he determines that a Designated Person or class of Designated Persons can reasonably be expected to have possession of UPSI. Such closure shall be imposed in relation to such securities to which such UPSI relates. During closure of window, Designated Persons and their immediate relatives shall not trade in securities when the trading window is closed by the Compliance Officer.

Trading Window norms shall not be applicable for trades carried out in accordance with an approved trading plan.

- a. Designated Persons and their dependents shall not buy/sell securities of the Company during closure of the "Trading Window", i.e., the period during which trading in the securities of the Company is prohibited.
- b. The trading window shall be closed at least 7 days (seven) days prior to the date of the Board meeting or the event in which Unpublished Price Sensitive Information (UPSI) is to be considered or becomes available. However in case of financial results, Trading Window shall be closed at least from the end of every quarter till 48 hours after the declaration of financial results.
- c. The timing for re-opening of the trading window shall be determined by the compliance officer taking into account various factors including the unpublished price sensitive information in question becoming generally available and being capable of assimilation by the market, which in any event shall not be earlier than forty-eight hours after the information becomes generally available.
- d. Directors / Designated Persons and their immediate relatives who can reasonably be expected to have possession of UPSI shall not trade when Trading Window is closed or during any other period as may be specified by the Bank from time to time.
- e. The trading window shall not apply in respect of following transactions subject to pre-clearance by the Compliance Officer and compliance with this Insider Code and the Regulations –
  - (i) an off-market inter-se transfer between insiders who were in possession of the same unpublished price sensitive information without being in breach of regulation 3 of the Regulations and both parties had made a conscious and informed trade decision;
  - (ii) transaction carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction;
  - (iii) trades pursuant to an irrevocable trading plan set up in accordance with Clause 6 of this Insider Code;
  - (iv) transactions in respect of a pledge of shares for a bonafide purpose such as raising of funds or
  - (v) transactions which are undertaken in accordance with respective regulations made by the SEBI such as acquisition by conversion of warrants or debentures, subscribing to rights issue, further public issue, preferential allotment or tendering of shares in a buy- back offer, open offer, delisting offer.

## 8. Pre-Clearance of Trades

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- a. When the trading window is open, any Designated Person shall trade in Securities of the Company subject to pre-clearance by the Compliance Officer in respect of purchase/sale of securities where the value of the proposed trade exceeds Rs.10 Lakh in one transaction or in a series of transactions in a calendar quarter year or such other amount as may be specified by the Board of Directors from time to time provided the Designated Person is not in possession of UPSI while executing the trade.
- b. Designated Person who proposes to execute trade in the securities of the Company shall submit an application duly filled and signed to the Compliance Officer. The format of application is annexed as Annexure "A".
- c. Prior to approving any trades, the Compliance Officer shall seek declarations to the effect that the applicant for pre-clearance is not in possession of any UPSI. He shall also have regard to whether any such declaration is reasonably capable of being rendered inaccurate.

The Compliance Officer shall confidentially maintain a list of such securities as a "restricted list" which shall be used as the basis for approving or rejecting applications for preclearance of trades.

- d. The Compliance Officer shall approve / reject pre-clearance application within five days in Annexure "B".
- e. Designated Person shall execute pre-cleared trade within seven trading days from approval and shall report his trade details to Compliance Officer in Annexure "C" within 2 trading days from the trade. In case non- trading, Designated Person shall report his decision of non-trading along with reasons to Compliance Officer in Annexure "C".
- f. In case of failure in executing trade within seven trading days, Designated Person shall be required to take fresh pre-clearance for the trades to be executed in Annexure "A".
- g. Designated Person who is permitted to trade shall not execute a contra trade within next six months from previous transaction. The Compliance Officer may grant relaxation from strict application of such restriction for reasons to be recorded in writing without violating the Regulations. If contra trade is executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to the SEBI for credit to the Investor Protection and Education Fund.
- h. Pre-clearance of trades shall not be required for a trade executed as per an approved trading plan.

## 9. Disclosure by Certain Persons

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- a. Initial Disclosure

- (i) Every person on appointment as key managerial personnel or a director of the Company or upon becoming a promoter or member of the Promoter Group shall disclose his holding of Securities as on the date of appointment or becoming a promoter, to the Company within 7 days of such appointment or becoming a promoter in the format prescribed in Annexure “D”.

b. Continual Disclosure

- (i) Every promoter, member of the promoter group, designated person and director of the Company shall disclose to the Company the number of such Securities acquired or disposed of within 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 lacs in the format prescribed in Annexure “E”.
- (ii) Further, disclosure of incremental transactions after any disclosure under this sub- regulation shall be made when the transactions effected after the prior disclosure cross the threshold limit as specified above.
- (iii) The company shall notify the particulars of such trading to the stock exchange on which the securities are listed within two trading days of receipt of the disclosure or from becoming aware of such information.

- c. The Company may require entities or persons with whom it has shared UPSI, to make disclosure in relation to their trades, to the Company, in the format specified in Annexure “F”.

The disclosures to be made by any person under this Clause 9 shall include those relating to trading by such person’s immediate relatives, and by any other person for whom such person takes trading decisions.

## 10. Annual Disclosure

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Every Designated person shall disclose the names and PAN or any other identifier authorized by law of the following persons to the Company on an annual basis in the format prescribed in Annexure “G” and as and when the information changes:

- a) immediate relatives of such Designated Person; and
- b) persons with whom such Designated Person shares a Material Financial Relationship.

Every Designated person shall also disclose Phone and mobile /cell numbers which are used by them and the above persons.

In addition, the names of educational institutions from which Designated Persons have graduated and names of their past employers shall also be disclosed.

## **11. Institutional Mechanism for Prevention of Insider Trading**

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- a) The designated Compliance Officer of the Company shall put in place adequate and effective system of internal controls to ensure compliance with the requirements given in the Regulations to prevent insider trading.
- b) The internal controls shall include the following:
  - i. all employees who have access to UPSI are identified as Designated Employee;
  - ii. all the UPSI shall be identified and its confidentiality shall be maintained as per the requirements of the Regulations;
  - iii. adequate restrictions shall be placed on communication or procurement of UPSI as required by the Regulations;
  - iv. lists of all employees and other persons with whom UPSI is shared shall be maintained and confidentiality agreements shall be signed or notice shall be served to all such employees and persons;
  - v. all other relevant requirements specified under the Regulations shall be complied with;
  - vi. periodic process review should be put in place to evaluate effectiveness of such internal controls.

The Board of Directors of the Company shall ensure that the designated Compliance Officer of the Company ensures compliance with the above.

## **12. Protection against Retaliation and Victimization**

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Retaliation for reporting suspected violations is strictly prohibited under this Code. Employee who reports any alleged violations of insider trading laws in accordance with the informant mechanism under the Regulations, will be protected against any discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination.

## **13. Penalty**

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- a. Any Designated Person who contravenes the Code of Conduct shall be penalised and shall also be subject to disciplinary action by the Company, which may include wage freeze, suspension, recovery or any other actions as may be decided by the Board of Directors. Any amount collected under this clause shall be remitted to the Board for credit to the Investor Protection and Education Fund administered by the Board under the Act;
- b. The Company shall promptly inform the stock exchange(s) where the concerned securities are traded, in such form and such manner as may be specified by the Board from time to time regarding any violation of the Code of Conduct.

## **14. Limitation, Review and Amendment**

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In the event of any conflict between the provisions of this Code and of the SEBI Regulations or any other legal requirement ("Applicable Law"), the provisions of

Applicable Law shall prevail over this Code. Any subsequent amendment / modification to the Applicable Law shall automatically apply to this Code.

The Board may review and amend this Code from time to time, as may be deemed necessary.

#### **15. Communication of this Policy**

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This Policy shall be hosted on the website of the Company.

## Annexure "A"

### Application cum Undertaking for Pre-clearance

Date:

To,  
The Compliance Officer,  
Immensity Office Parks Private Limited  
42/3, Shivanahalli, Jakkur, Yelahanka Hobli,  
Bangalore 560 064

Sub: Application for Pre-dealing in securities of the Company

Dear Sir / Madam,

With reference to Immensity Office Parks Private Limited's Code of Conduct for Prohibition of Insider Trading to Regulate, Monitor and Report Trading by Insiders, I, \_\_\_\_\_ (Designation & Dept.) of the Company, would like to purchase / sell the debentures of the Company as per details given below:

1	No. of Securities held as on application date	
2	DP & Client ID / Folio No.	
3	No./Value of Securities to be purchased / sold	
4	Name of person who proposed to trade	

I hereby declare that I am not in possession of any UPSI.

In the event that I have access to or received any UPSI, after the signing of this application but before executing trade for which approval is sought, I shall inform the Compliance Officer about the same and shall completely refrain from dealing in the Securities until such UPSI becomes publicly available. Thereafter I will submit fresh application for executing a trade.

I also hereby declare that I have not contravened any provision of the Code of Conduct.

Further I undertake to submit report on trade within 2 days from date of execution of trade or submit a 'Nil' report if no trade was executed.

After approval, I shall execute a trade within 7 trading days from of the receipt of approval trade failing which I shall seek pre-clearance again.

Yours faithfully,

Signature: \_\_\_\_\_

Name of Employee:

Designation:

Date:

Place:

**Annexure “B”**

Approval / Rejection of Pre- Clearance

To,  
Name:  
Designation:

Dear Sir / Madam,

With reference to your Application cum Undertaking for Pre-clearance dated\_\_\_\_, we would like to inform you that your application to purchase / sale\_\_\_\_\_securities of the Company is hereby approved / rejected. Now, you can execute your trade within 7 (seven) trading days. Further, you are required to submit a report of your trade details within 2 (two) trading days from trade Or In case, no trade was executed, you are required to submit a ‘Nil’ report.

In case, you do not execute a trade before\_\_\_\_\_, you shall submit a fresh pre-clearance application before executing any transaction in the Securities of the Company.

Thanking you,

For Immensity Office Parks Private Limited

Compliance Officer

Date:  
Place:

## Annexure "C"

### Reporting of Trade / Transaction

To,  
The Compliance Officer,  
Immensity Office Parks Private Limited  
42/3, Shivanahalli, Jakkur, Yelahanka Hobli,  
Bangalore 560 064

Dear Sir / Madam,

I hereby inform that I

- have not bought / sold/ subscribed any securities of the Company
- have bought/sold/subscribed to \_\_\_\_\_ securities as mentioned below on \_\_\_\_ (date) (Strike out whichever is not applicable):

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

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

Yours faithfully,

Signature: \_\_\_\_\_

Name of Employee:

Designation:

Date:

Place:

## Annexure "D"

### Initial Disclosure

To,  
The Compliance Officer,  
Immensity Office Parks Private Limited  
42/3, Shivanahalli, Jakkur, Yelahanka Hobli,  
Bangalore 560 064

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

Name, PAN, CIN/ DIN & address with Contact nos.	Category of Person (Promoter, KMP, Director/Imme diate Relative/Other s etc.,)	Date of appointment of Director /KMP or Date of becoming Promote	Securities held at the time of becoming Promoter/appoi ntment of Director/KMP		% of Share holding	Open Interest of the Future contracts held at the time of becoming Promoter/ appointment of Director/KMP			Open Interest of the Option Contracts held at the time of becoming Promoter/ appointment of Director/KMP		
			Type of Securit y	No. of		Contr act Specif icatio ns	No. of units (contr acts lot size)	Notio nal value in Rupees Terms	Contr act Specif icatio ns	No. of units (contr acts lot size)	Notio nal value in Rupee Terms

Yours faithfully,

Signature: \_\_\_\_\_

Name of Employee:

Designation:

Date:

Place:

## Annexure "E"

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

To,  
 The Compliance Officer,  
 Immensity Office Parks Private Limited  
 42/3, Shivanahalli, Jakkur, Yelahanka Hobli,  
 Bangalore 560 064

Name, PAN, CIN/ DIN & address of Promoter/ Employee / Director with contact nos.	Category of Person (Promoters/ KMP / Directors/ immediate relatives/ others Etc	Securities held prior to acquisition /disposal		Securities acquired/di sposed			Securities held post acquisition /disposal		Date of allotment /advice/ acquisition of shares/s ale of shares	Date of intimati on to Company	Mode of acquisition (market purchas e/public rights/ preferential offer/off market/inte r-se transfer etc.,	Trading in derivatives (Specify type of contract, Futures or Options etc)				Exchange on which the trade was executed
		Type of Security	No.	Type of Security	No.	Value	Type of Security	No. and % of share holding				Type of Contract	Contract specifications	Buy	Sell	

Yours faithfully,

Signature: \_\_\_\_\_

Name of Employee:

Designation:

Date:

Place:

## Annexure "F"

Transactions by other connected persons as identified by the company

To,  
The Compliance Officer,  
Immensity Office Parks Private Limited  
42/3, Shivanahalli, Jakkur, Yelahanka Hobli,  
Bangalore 560 064

Name, PAN, CIN/ DIN & address of connected persons, as identified by the company with contact nos.	Connection with the Company	Securities held prior to acquisition /disposal		Securities acquired /disposed			Securities held post acquisition /disposal		Date of allotment /advice/ acquisition of shares/sale of shares	Date of intimation to Company	Mode of acquisition (market purchase/public rights/preferential offer/off market/inter-se transfer etc.,	Trading in derivatives (Specify type of contract, Futures or Options etc)					Exchange on which the trade was executed
		Type of Security	No.	Type of Security	No.	Value	Type of Security	No. and % of share holding				Type of Contract	Buy	Sell	Exchange		

Yours faithfully,

Signature: \_\_\_\_\_

Name of Employee:

Designation:

Date:

Place:

## Annexure "G"

### Annual Disclosure of Securities OR

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

#### PART A

To,  
The Compliance Officer,  
Immensity Office Parks Private Limited  
42/3, Shivanahalli, Jakkur, Yelahanka Hobli,  
Bangalore 560 064

Ref: Annual Disclosure of holding in terms of the Code of Conduct for Prevention of Insider Trading by Designated Person.

I, \_\_\_\_\_ (Name) \_\_\_\_\_  
(Designation and Department, if applicable), \_\_\_\_\_ (Mobile Number-self) along  
with my immediate relatives\* and persons with whom I have material financial relationship#  
(as defined in the Code) hold shares in the company as under:

Name	Relationship	PAN	No. of shares held in the Company	Details such as Folio No. /DP ID/Client ID
	Self			
Immediate Relatives				
1.				
2.				
3.				
4.				
Person(s) with whom you share a material financial relationship, if any.				
1.				

Yours faithfully,

Signature: \_\_\_\_\_

Name of Employee:

Designation:

Date:

Place:

\* "Immediate Relative" of a person means a spouse, dependent or independent, and includes parent, sibling and child of that person or his/her spouse, if they are either dependent financially on such person or consult such person 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 during the immediately preceding 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.

**PART B**

**One time disclosure by Designated Person**

<b>Particulars</b>	<b>Details</b>
Name of educational institutions from which I graduated	1. 2. 3.
Name(s) of the past employer(s), if any	1. 2. 3.

Yours faithfully,

Signature: \_\_\_\_\_

Name of Employee:

Designation:

Date:

Place: