

**GE Power India Limited**  
**Code of Conduct to Regulate, Monitor and Report**  
**Trading in the Securities of the Company by Designated Persons**

**(The code was initially effective from 15 May 2015 and then amended on 05 February 2016 and 29 March 2019 and last amended on 30 June 2025)**

## GE Power India Limited

### GE Power India Limited: Code of Conduct to Regulate, Monitor and Report Trading in the Securities of the Company by Designated Persons

1. This Code of Conduct will be known as "GE Power India Limited: Code of Conduct to Regulate, Monitor and Report Trading **in the Securities of the Company** by Designated Persons" (hereinafter referred to as "**Code**").

2. This Code has been made pursuant to Regulation 9 of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (hereinafter referred to as the "**Regulations**")

#### 3. Definitions:

3.1 "Act" means the Securities and Exchange Board of India Act, 1992 (15 of 1992).

3.2 "Board or SEBI" means the Securities and Exchange Board of India.

3.3 "Board of Directors" means the Board of Directors of the Company.

3.4 "Companies Act" means The Companies Act, 2013.

3.5 "Company" or "the Company" means GE Power India Limited.

3.6 "Compliance Officer" means the Company Secretary for the time being of the Company or any senior officer appointed by the Board of Directors for the purpose of this Code and the Regulations.

3.7 "Connected person" means-

(i) any person who is or has during the six months prior to the concerned act, associated with the 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whether temporary or permanent, with the Company, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.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 –

- a. a 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 recognised 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 a company or his relative or banker of the company, has more than ten per cent of the holding or interest or
- k. 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
- l. a person sharing household or residence with a connected person specified in sub-clause (i) of clause (d).

**3.8** Contra Trade refers to executing contrary trades (buying & selling) in the Company's securities within a specified period as prescribed by under the Regulations from time to time

**3.9 "Designated persons"** shall mean:

- a. The Board of Directors of the Company
- b. Executive Director(s) of the Company and employees of the Company upto two levels below them.
- c. Key managerial Personnel(s), Senior Management personnel(s) of the Company and employees of the Company upto one level below them.
- d. an employee of a Group Company who is one level up in the reporting structure in respect of Executive Director(s) and Senior Management personnel(s) of the Company.
- e. Functional heads, Departmental heads and all support staff in Finance, controllership, Legal, Secretarial, Compliance, Human Resource, Communications and IT Department located at Corporate Office of the Company.
- f. employees of material subsidiaries, if any, basis their functional role or access to unpublished price sensitive information
- g. all promoter(s) of the Company
- h. such other person who may be so designated, from time to time, by the Board of Directors or by the Compliance officer in consultation with the Managing Director of the Company, for the purpose of this Code and who may have continuous access access to 'unpublished price sensitive information' as defined in this Code or the Regulations by virtue of their designation in Group Companies or otherwise.

**3.10** “**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

**3.11** “**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. It also includes such persons with whom such person(s) shares a Material Financial Relationship. Material financial relationship shall have the meaning assigned to it under the Regulations.

**3.12** “**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)

**3.13** “**insider**” means any person who is-

- (i) a connected person, or
- (ii) in possession of or having access to Unpublished Price Sensitive Information.

**3.14** “**promoter**”/ “**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.

**3.15** “**securities**” shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof.

**3.16** “**takeover regulations**” means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto.

**3.17** “**threshold limit**” means the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregating to a traded value of ten lakh rupees or such limit as may be prescribed by SEBI from time to time.

**3.18** “**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.

**3.19** “**trading day**” means a day on which the recognized stock exchanges are open for trading.

**3.20** “**trading window**” means a trading period for trading in the Company's Securities as specified by the Company from time to time in Clause 9 of this Code.

**3.21** “**unpublished price sensitive information**” means any information, relating to a Company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily including but not restricted to, information relating to the following: –

- i. financial results;
- ii. dividends;
- iii. change in capital structure;
- iv. mergers, de-mergers, acquisitions, delistings, disposals and expansion of business, award or termination of order/contracts not in the normal course of business and such other transactions;
- v. changes in key managerial personnel other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor;
- vi. change in rating(s), other than ESG rating(s);
- vii. fund raising proposed to be undertaken;
- viii. agreements, by whatever name called, which may impact the management or control of the Company;
- ix. fraud or defaults by the Company, its promoter, director, key managerial personnel, or subsidiary or arrest of key managerial personnel, promoter or director of the Company, whether occurred within India or abroad;
- x. resolution plan/ restructuring or one time settlement in relation to loans/borrowings from banks/financial institutions;
- xi. admission of winding-up petition filed by any party /creditors and admission of application by the Tribunal filed by the corporate applicant or financial creditors for initiation of corporate insolvency resolution process against the Company as a corporate debtor, approval of resolution plan or rejection thereof under the Insolvency and Bankruptcy Code, 2016;
- xii. initiation of forensic audit, by whatever name called, by the Company or any other entity for detecting mis-statement in financials, misappropriation/ siphoning or diversion of funds and receipt of final forensic audit report;
- xiii. action(s) initiated or orders passed within India or abroad, by any regulatory, statutory, enforcement authority or judicial body against the Company or its directors, key managerial personnel, promoter or subsidiary, in relation to the Company;
- xiv. outcome of any litigation(s) or dispute(s) which may have an impact on the Company;
- xv. giving of guarantees or indemnity or becoming a surety, by whatever named called, for any third party, by the Company not in the normal course of business;
- xvi. granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals

Explanation 1- For the purpose of sub-clause (ix):

a. 'Fraud' shall have the same meaning as referred to in Regulation 2(1)(c) of Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003.

b. 'Default' shall have the same meaning as referred to in Clause 6 of paragraph A of Part A of Schedule III of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Explanation 2- For identification of events enumerated in this clause as unpublished price sensitive information, the guidelines for materiality referred at paragraph A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as may be specified by the Board from time to time and materiality as referred at paragraph B of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 shall be applicable.

Words and expressions used and not defined in this Code but defined in the Regulations, Act, Companies Act, the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Depositories Act, 1996 (22 of 1996) and rules and regulations made thereunder shall have the meanings respectively assigned to them in those legislations, as amended from time to time.

#### **4. Functions, duties and responsibilities of the Compliance Officer**

The Compliance Officer, subject to the supervision of the Board of Directors shall be responsible for –

- (1) Setting forth policies, procedures and ensuring its compliance, monitoring adherence to the Code and Regulations for the preservation of unpublished price sensitive information, approval of trading plan, pre-clearance of trades and monitoring of trades and implementation of this Code.
- (2) Maintaining the record of the Promoters, Directors, Key Managerial Personnel, Designated Persons along with the details of their immediate relatives and other connected persons and incorporate changes, if needed and sharing/disclosing such details as may be required under provisions of law from time to time to such authority/regulators/statutory body, by whatever name called, as may be prescribed under such law.
- (3) Assisting all employees in addressing any clarifications in the Regulations or this Code.
- (4) Advising all Directors, Promoters, members of the promoter group, Key managerial personnel and Designated Persons to furnish the details of transactions in the securities of the Company as stated in clauses 10-12 in the prescribed form and to maintain a record of all the intimations received for a period of at least five years.
- (5) Obtaining disclosures from Promoters, members of the promoter group, Directors, Key Managerial Personnel and Designated Persons and to give

information, in respect of the disclosures received, to all the Stock Exchanges where the securities are listed, as applicable.

- (6) Maintaining records of all disclosures as stated in clauses 10-13 of this Code and to report the same to the Chairman of the Audit Committee on a yearly 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.
- (7) Deciding on how and when any person(s) should be brought 'inside' on any proposed or ongoing sensitive transaction(s), in consultation with Managing Director.
- (8) Any person(s) who has/have been brought inside on any proposed and/or ongoing sensitive transaction(s) and in receipt of unpublished price sensitive information shall be considered as an "insider\*" for purposes of this Code and Regulations.
- (9) monitoring adherence to the rules for the preservation of unpublished price sensitive information.

*\*Insider as defined under Regulation 2(1)(g)(ii) of the Regulations.*

## **5. Communication or procurement of unpublished price sensitive information**

- (1) All information is to be handled on a "need to know" basis. It should be disclosed only to those within the Company who need the information to discharge their duty.
- (2) No insider shall communicate, provide, or allow access to any unpublished price sensitive information, relating to a Company or securities, to any person including other insiders except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.
- (3) Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password.
- (4) No person shall procure from or cause the communication by any insider of unpublished price sensitive information, relating to the Company or securities listed or proposed to be listed, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.
- (5) Notwithstanding anything contained above, an unpublished price sensitive information may be communicated, provided, allowed access to or procured, in connection with a transaction that would:–
  - (i) entail an obligation to make an open offer under the takeover regulations where the Board of Directors is of informed opinion that the sharing of such information is in the best interests of the Company;

- (ii) not attract the obligation to make an open offer under the takeover regulations but where the Board of Directors is of informed opinion that the sharing of such information 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 to be adequate and fair to cover all relevant and material facts.
- (6) For purposes of sub-clause (5) above, the Board of Directors shall require the parties to execute agreements to contract confidentiality and non-disclosure obligations on the part of such parties and such parties shall keep information so received confidential, except for the purpose of sub-clause (5) above, and shall not otherwise trade in securities of the Company when in possession of unpublished price sensitive information. Designated person/immediate relatives/insider are hereby notified to maintain confidentiality of unpublished price sensitive information (communicated or procured) if any.
- (7) The Company shall ensure structured digital database containing the names of such persons or entities as the case may be with whom information is shared under this Code and/or Regulation along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available. Such database shall not be outsourced and shall be maintained with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

Provided that entry of information, not emanating from within the Company, in structured digital database may be done not later than 2 calendar days from the receipt of such information.

#### **6. Restriction on trading when in possession of unpublished price sensitive information**

- (1) Save as provided in this Code and/or the Regulations, no insider shall trade in securities of the Company when in possession of unpublished price sensitive information.
- (2) Insiders shall maintain the confidentiality of all unpublished price sensitive information. Save as provided in this Code and/or the Regulations, they shall, while in possession of any unpublished price sensitive information, neither trade in the securities of the Company on the basis of unpublished price sensitive information nor pass on such information to any person directly or indirectly by way of making a recommendation for trading in securities of the Company.

#### **7. Restrictions on Contra Trade**

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 Trades pursuant to exercise of stock options.

## **8. Trading Plans**

- (1) An insider shall be entitled to formulate a trading plan and present it to the Compliance Officer for approval and public disclosure pursuant to which trades may be carried out on his behalf in accordance with such plan, if required.
- (2) Such trading plan shall:–
  - i. not entail commencement of trading on behalf of the insider earlier than one hundred and twenty calendar days from the public disclosure of the plan or for such period as may be specified by SEBI from time to the time;
  - ii. not entail overlap of any period for which another trading plan is already in existence.
  - iii. set out such parameters for each trade to be executed as prescribed under the Regulations from time to time
  - iv. not entail trading in securities for market abuse.
- (3) The Compliance Officer shall review the trading plan to assess whether the plan would have any potential for violation of Regulations and shall be entitled to seek express undertakings that:
  - (i) the person is not in possession of unpublished price sensitive information; or
  - (ii) the person would ensure that any unpublished price sensitive information in his possession becomes generally available before such person commences trades;or such other undertaking as may be necessary to enable such assessment and to approve and monitor the implementation of the plan. The Compliance Officer may thereafter, approve the plan.
- (4) 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.

Provided that the implementation of the trading plan shall not be commenced if any unpublished price sensitive information in 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

Provided further that if the insider has set a price limit for a trade under aforesaid clause, the insider shall execute the trade only if the execution price of the security is within such limit. If price of the security is outside the price limit set by the insider, the trade shall not be executed.

- (5) The compliance officer shall approve or reject the trading plan within two 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, if required.

## **9. Trading Window**

- (1) Designated persons/their immediate relatives may execute trades subject to compliance with this Code and the Regulations. Towards this end, a notional trading window shall be used as an instrument of monitoring trading by the Designated Persons and their immediate relatives. The trading window shall be closed when the Compliance Officer determines that a Designated Person or class of Designated Persons can reasonably be expected to have possession of unpublished price sensitive information. Such closure shall be imposed in relation to such securities to which such unpublished price sensitive information relates. Designated Persons and their immediate relatives shall not trade in securities when the trading window is closed. The Trading Window is not required to be closed when unpublished price sensitive information is not emanating from within the Company.
- (2) Provided that trading window norms shall not be applicable in respect of such events as specified in the Regulations from time to time.
- (3) The "Trading Window" shall, *inter-alia*, remain closed from:
  - (i) the end of every quarter till 48 hours after the declaration of financial results.
  - (ii) when the Compliance Officer determines that a Designated Person or class of Designated Persons can reasonably be expected to have possession of unpublished price sensitive information, for such periods as determined by the Compliance Officer.
- (4) Notwithstanding the above, 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.
- (5) Trading Window may be closed by the Company during such time in addition to the above period, as it may deem fit by the Compliance Officer.

## 10 Pre-clearance of Trades

(1) When the trading window is open, trading by Designated Persons and their immediate relatives shall be subject to pre-clearance by the Compliance Officer, if the value of the proposed trades is above threshold limit. No Designated Person/their immediate relatives shall apply for pre-clearance of any proposed trade if they are in possession of unpublished price sensitive information even if the trading window is not closed.

However, pre-clearance of trades shall not be required for a trade executed as per an approved trading plan.

(2) Designated Persons / their immediate relatives intending to deal in the securities of the Company upto the threshold limit, as defined and provided hereinbefore, may do so without any pre-clearance from the Compliance Officer. In all other cases, they should pre-clear the transactions as per the pre-dealing procedure as provided hereinafter.

(3) Designated Persons / their immediate relatives shall make an application in the prescribed **Annexure 3**, to the Compliance Officer indicating the estimated number of securities that he/she intends to deal in, the details as to the depository(ies) with which he/she maintains a Demat/Trading account, the details as to the securities in such depository mode and such other details as may be required by the Compliance Officer in this matter.

(4) He / She shall execute an undertaking in favour of the Company, incorporating, therein, *inter alia*, the following clauses:

- that he/she does not have any access or has not received Unpublished Price Sensitive Information upto the time of signing the undertaking;
- that in case he/she has access to or receives Unpublished Price Sensitive Information 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/her position and that he/she would completely refrain from dealing in the securities of the Company till the time such information becomes generally available;
- that he/she has not contravened any provisions of this Code and the Regulations;
- that he/she has made a full and true disclosure in the said matter.

(5) Designated Persons / their immediate relatives shall execute their transactions in respect of securities of the Company within seven (7) trading days after the approval of pre-clearance is given failing which the transaction has to be pre-cleared again. Reporting of trades executed or decisions not to trade shall be

made/done in Form II (**Annexure 4**). They shall not execute a contra trade during the six months following the prior transaction. In case of emergency, the six months holding period may be waived by the Compliance Officer (application to be made in Form III (**Annexure 5**) after recording in writing the reasons in this regard, provided that such relaxation does not violate this Code/ Regulations. Trading window norms shall not be applicable for trades carried out in accordance with an approved trading plan.

- (6) In case of the Compliance Officer intending to deal in the securities of the Company beyond the threshold limit, the pre-clearance of the Managing Director or in his absence, the Chairman of the Board, will have to be obtained. Similarly, in case of emergency Compliance Officer may obtain the waiver from the Managing Director or in his absence, the Chairman of the Board, provided that such relaxation does not violate this Code/ Regulations.
- (7) In case a 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 Board for credit to the Investor Protection and Education Fund administered by the Board under the Act.

However, contra trade restrictions shall not be applicable for trades pursuant to exercise of stock options.

## **Reporting Requirements**

### **11. Initial Disclosures**

(1) Every person on appointment as Key Managerial Personnel/ Director/ or upon becoming a Promoter or member of promoter group shall disclose his/her holding of securities of the Company and other such details as mentioned in Annexure 1 within seven days of such appointment or becoming a promoter.

(2) Every person on appointment as Designated Person shall disclose his/her holding of securities of the Company and other such details as mentioned in Annexure 1

#### **Explanation:-**

*Aforementioned persons shall be required to disclose and update (whenever there is a change), their name and such other persons' names including immediate relatives, Permanent Account Number or any other identifier authorized by law, contact numbers, past employer details, qualification and such details as may be prescribed under law to the Company in the manner communicated by the Company.*

Note: Such information provided shall be deemed to have consent of such aforementioned persons including their immediate relatives to share/disclose the same to such bodies/regulators/agencies/depositories as may be prescribed under provisions of law from time to time.

(3) Every person on identification as Connected Person shall provide such details as mentioned in Annexure 7 and provide details of trading in securities of the Company in Form D (Annexure 8).

## **12. Continual Disclosures**

- 1) Every Promoter(s), member of the Promoter Group, Designated person and Director of the Company shall disclose to the Company in **Annexure 2** unless any other Form is specified by the Board, stating 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 the threshold limits as defined herein above.
- 2) The Company shall notify the particulars of such trading to the stock exchanges, if required, on which the securities are listed, as applicable, within two trading days of receipt of the disclosure or from becoming aware of such information.
- 3) The disclosure of the incremental transactions after any disclosure shall be made by persons as specified in (1) above, when the transactions effected after the prior disclosure crosses the threshold specified in this clause.
- 4) Trading in securities shall also include trading in derivatives of securities and the traded value of the derivatives shall be taken into account for the purpose of making Initial/Continual disclosures as required in Clause 11 and 12 above.
- 5) Disclosures made under Clause 11 and 12 above shall include those relating to trading by such Designated Person's immediate relatives and by any other person for whom such person takes trading decisions.

## **13. Annual Disclosure**

Designated Persons shall furnish to the Compliance Officer an Annual statement of all their and/or their immediate relatives holdings in securities of the Company to be submitted within 30 days of the close of each Financial Year in Form IV (**Annexure 6**) annexed hereto.

## **14. Preservation of disclosures**

The disclosures made under these regulations shall be maintained by the Compliance Officer, for a minimum period of five years.

## **15. Policy and procedure for inquiry in case of leak of unpublished price sensitive information or suspected leak of unpublished price sensitive information**

For the purpose of this Policy, 'Leak of Unpublished Price Sensitive Information' shall refer to such act / circumstance(s) by virtue of which an Unpublished Price Sensitive

Information is generally 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.

The Company has a whistle blower policy which enables to report instances of leak of unpublished price sensitive information.

The reporting, inquiry and investigation in case of leak of unpublished price sensitive information or suspected leak of unpublished price sensitive information, shall be in accordance with the “GE Power India Limited :insiderVigil Mechanism(Ombuds & Open Reporting Procedure)” of the Company.

#### **16. Protection against retaliation And Victimisation**

Any employee of the Company who files a Voluntary Information Disclosure Form under the Regulations shall be protected against any discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination, 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 or aiding the 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 the 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 the SEBI in any manner.

Explanation - For the purpose of this clause 16, the term “employee” shall have the meaning as prescribed in regulation 7I of the Regulations.

#### **17. Penalty for non-compliance of this Code/Regulations**

- (1) Any Promoter, member of Promoter Group, Director, Designated Persons, Employee or other connected person, who trades in securities or communicates any information for trading in securities in contravention of this Code, shall be penalized and appropriate action shall be taken against them by the Company after giving reasonable opportunity to them to show-cause. He/ she shall also be subject to disciplinary action, as deemed appropriate by the Board of Directors which may include wage freeze, suspension, in-eligibility for future participation in ESOPs etc. Any amount collected under this clause shall be remitted to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under SEBI Act.

(2) In addition to the action which may be taken by the Company, the persons violating the Regulations or this Code shall also be subject to action(s) under SEBI Act.

In case any violation of Regulations is observed, the Company shall promptly inform the Stock Exchange(s), in such form and such manner as may be specified by SEBI from time to time

## **18. General**

The decision of the Board of Directors with regard to any or all matters relating to this Code shall be final and binding on all concerned. The Board of Directors shall have the power to modify, amend or replace this Code in part or full, as may be thought fit from time to time in their absolute discretion.

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

## **19. Forms**

### **(1) Disclosure Forms**

- Annexure 1- Form B : Form for Initial Disclosures under clause 11(1) and clause 11(2)
- Annexure 2 Form C : Form for Continual Disclosures under clause 12(1)

### **(2) Internal Forms**

- Annexure 3- Form I : Application for Pre-Clearance and undertaking
- Annexure 4-Form II : Reporting of trades executed/decisions not to trade
- Annexure 5-Form III : Application for waiver of minimum holding period
- Annexure 6-Form IV : Form for Annual Statement

### **(3) Initial Disclosure and Continual Disclosure Forms for Connected Person**

- Annexure 7- Initial Disclosures by Connected persons as identified by the company
- Annexure 8 - Form D - Details of trading in securities by Connected persons as identified by the company

## FORM B

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (1) (b) read with Regulation 6 (2) and clause 11(1) and clause 11(2) of GE Power India Limited: Code of Conduct to Regulate, Monitor and Report Trading in the Securities of the Company by Designated Persons]**

Name of the Company: GE Power India Limited  
ISIN of the Company : INE878A01011

**Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or Designated Person or upon becoming a Promoter or member of the Promoter group of the Company and other such persons as mentioned in Regulation 6(2)**

Name, PAN No., CIN/ DIN & address with contact nos.	Category of Person (Promoters/ member of Promoter group /KMP/Director s/ Designated Person/ immediate relatives to /others etc.)	Date of appointment of Director/KMP/ Designated Person OR upon becoming promoter/ member of Promoter group/ <b>other such persons as mentioned in Regulation 6(2)</b>	Securities held at the time of becoming Promoter/ member of promoter group or appointment of Director/KMP/Designated Person		% of Share holding
			Type of security (For e.g.– Shares, Warrants, Convertible Debentures, Rights entitlements, etc.)	No.	

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

**Details of Open Interest (OI) in derivatives on the securities of the company held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter or member of the Promoter group and other such persons as mentioned in Regulation 6(2).**

Open Interest of the Future contracts held at the time of becoming Promoter/ member of Promoter group, appointment of Director/KMP			Open Interest of the Option Contracts held at the time of becoming Promoter/ member of promoter group/ appointment of Director/KMP		
Contract Specification	Number of Units (Contract *lot size)	Notional value in Rupee terms	Contract Specification	Number of Units (Contract *lot size)	Notional value in Rupee terms

**Note:**

1. "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015
2. In case of Options, notional value shall be calculated based on premium plus strike price of options.

Date:  
Place:

Name & Signature  
Designation

**Additional One-Time disclosure to be given along with Annexure 1**

Name, address and PAN (must for Indian DP)/ other identifier (for foreign nationals) of Designated Person	Names of educational institutions from which Designated Person graduated	Names of all the Past Employers	Contact No./Mobile No.

Name and PAN of Immediate Relative and/or a person with whom I have material financial relationship*	Nature of Relationship	No of Shares held as on the date of Joining of Designated Person	Contact No./Mobile No.

**Date:**

**Place:**

**Signature  
Designation**

**Note:**

*\*“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.*

## FORM C

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

[Regulation 7 (2) read with Regulation 6 (2) and clause 12(1) of GE Power India Limited: Code of Conduct to Regulate, Monitor and Report Trading in Securities of the Company by Designated Persons]

Name of the Company: GE Power India Limited

ISIN of the Company : INE878A01011

Details of change in holding of Securities of Promoter, member of the Promoter group, Designated Person or Director of a listed company and other such persons as mentioned in Regulation 6(2)

Name, PAN, CIN/DIN, & address with contact nos.	Category of Person (Promoter/member of the promoter group/designated person/ Directors/immediate relative to/others etc.)	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/acquisition of shares/disposal 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.)	Exchange on which the trade was executed
		Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlements etc.)	No. and % of share holding	Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No.	Value	Transaction Type (Purchase/sale Pledge / Revocation / Invocation/ Others-please specify)	Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No. and % of share holding	From	To			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

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

(ii) Value of transaction excludes taxes/brokerage/any other charges

**Details of trading in derivatives on the securities of the company by Promoter, member of the promoter group, designated person or Director of a listed company and immediate relatives of such persons and other such persons as mentioned in Regulation 6(2).**

Trading in derivatives (Specify type of contract, Futures or Options etc.)						Exchange on which the trade was executed	
Type of contract	Contract specifications	Buy		Sell			
		Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot size)		
16	17	18	19	20	21	22	

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

Name & Signature:

Designation:

Date:

Place:

**Annexure 3**

**Form I**

**GE POWER INDIA LIMITED**

**FORMAT OF APPLICATION FOR OBTAINING PRE-CLEARANCE APPROVAL**

**[Clause 10(3) of GE Power India Limited: Code of Conduct to Regulate, Monitor and Report Trading in the Securities of the Company by Designated Persons]**

Date

Compliance Officer,  
GE Power India Limited,  
Regus Magnum Business Centers, 11th  
floor, Platina, Block G, Plot C-59, BKC,  
Bandra (E), Mumbai, Maharashtra –  
400051

Dear Sir/Madam,

Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015 and GE Power India Limited Code of Conduct to Regulate, Monitor and Report Trading in the Securities of the Company by Designated Persons, I seek approval to purchase/sale/subscribe/pledge for not more than \_\_\_\_\_ securities of the Company (having approximately Market value of INR\_\_\_\_\_ as on the date of application) as per the details given below:

1.	Name of the Designated Person	
2.	Designation	
3.	Name of the immediate relative	
4.	Relationship with the Designated Person	
5.	Number of securities held as on date	
6.	Folio No./DP ID/Client ID	
7.	The proposal is for: (a) Purchase of securities (b) Subscription to securities (c) Sale of securities (d) Pledge (e) others	
8.	Estimated number of securities	
9.	Estimated Transaction Value price (as on date of application)	
10.	Whether the transaction would be through stock exchange or off-market deal	
11.	In case of Off-market deal, Folio no./DP ID/Client ID where the securities will be credited	

Yours truly,

(Signature of the Designated Person)  
(Name of the Designated Person)

**GE POWER INDIA LIMITED**

**FORMAT OF UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR OBTAINING PRE-CLEARANCE APPROVAL**

**UNDERTAKING**

**Date** \_\_\_\_\_

The Compliance Officer,  
GE Power India Limited,  
Regus Magnum Business Centers,  
11th floor, Platina, Block G, Plot C-  
59, BKC, Bandra (E), Mumbai,  
Maharashtra – 400051

I, .....(name of the Designated Person), ..... (designation) of the Company residing at .....(address of the Designated Person) hereby declare that I am not in possession of any Unpublished Price Sensitive Information ( as defined in the GE Power India Limited Code of Conduct to Regulate, Monitor and Report Trading in the Securities of the Company by Designated Persons) upto the date of signing of this Undertaking.

I further declare that in case I have access to any Unpublished Price Sensitive Information after the signing of Undertaking and before the execution of Trade for which Pre-clearance is requested in **Form I** (enclosed), I shall:

1. Promptly inform the Compliance Officer
2. Refrain from trading in securities of the Company.
3. Apply afresh for obtaining pre-clearance approval from the Compliance Officer of the Company in **Form I (Annexure 3)** only after 2 days of such Unpublished Price Sensitive Information becoming public.

Upon obtaining pre-clearance for trading in securities of the Company, I undertake to execute the transaction within seven (7) trading days failing which I shall seek pre-clearance again.

I undertake to submit **Form II** within 4 working days of execution of the transaction/ a NIL report in case the transaction is not executed.

I hereby confirm that I have not contravened provisions of GE Power India Limited Code of Conduct to Regulate, Monitor and Report Trading in the Securities of the Company by Designated Persons read with SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall continue to adhere and abide by the same.

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

Yours truly,

(Signature of the Designated Person)  
(Name of the Designated Person)

**Form II**

**GE POWER INDIA LIMITED**

**FORMAT FOR DISCLOSURE OF TRANSACTIONS EXECUTED/NOT EXECUTED AFTER OBTAINING PRE-CLEARANCE**

**[Clause 10(5) of GE Power India Limited: Code of Conduct to Regulate, Monitor and Report Trading in the Securities of the Company by Designated Persons]**

**Date \_\_\_\_\_**

The Compliance Officer  
GE Power India Limited,  
Regus Magnum Business Centers, 11th floor,  
Platina, Block G, Plot C-59, BKC, Bandra (E),  
Mumbai, Maharashtra – 400051

With reference to pre-clearance approval granted by the Company to me on \_\_\_\_\_, I hereby inform that I have bought/sold/subscribed/pledge/other for \_\_\_\_\_ equity shares of the Company for INR \_\_\_\_\_ on \_\_\_\_\_.

In connection with the aforesaid transaction, please find enclosed copy of the following for your records:

Broker's contract note/Proof of payment to/from brokers/ Extract of bank passbook/statements (in case of demat transaction)/ Copy of Delivery instruction slips (applicable in case of sale transactions)

I hereby undertake to preserve the original copy of the abovementioned document for a **period of 5 years** and produce to the Compliance Officer/Securities and Exchange Board of India, if required in future.

Yours truly,

(Signature of the Designated Person)  
(Name of the Designated Person)

**Form III**  
**GE POWER INDIA LIMITED**

**APPLICATION FOR WAIVER OF MINIMUM HOLDING PERIOD**  
[Clause 10(5) of GE Power India Limited: Code of Conduct to Regulate, Monitor and Report  
Trading in the Securities of the Company by Designated Persons]

The Compliance Officer,  
GE Power India Limited,

Date \_\_\_\_\_

Regus Magnum Business Centers, 11th floor,  
Platina, Block G, Plot C-59, BKC, Bandra (E),  
Mumbai, Maharashtra – 400051

Dear Sir,

Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015 and GE Power India Limited Code of Conduct to Regulate, Monitor and Report Trading in the Securities of the Company by **Designated Persons**, I .....(name and designation of the Designated Person) had ..... (provide the details of purchase/sale/subscribe/pledged/others for shares as the case may be)..... (number of securities) of the Company on \_\_\_\_ after obtaining pre-clearance on \_\_\_\_ . The details of transaction executed were submitted on \_\_\_\_ (date) in Form II. I seek your approval to waive off the time restrictions and permit to execute a contra-trade for .....(number of securities) of the Company due to ..... (valid reason(s) for executing contra trade).

I declare that I am not in possession of any Unpublished Price Sensitive Information (as defined in the GE Power India Limited Code of Conduct to Regulate, Monitor and Report Trading in the Securities of the Company by **Designated Persons**) upto the date of this application.

I hereby confirm that I have not contravened provisions of GE Power India Limited Code of Conduct to Regulate, Monitor and Report Trading in the Securities of the Company by Designated Persons read with SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall continue to adhere and abide by the same.

I further declare that in case I have access to any Unpublished Price Sensitive Information after the signing of this application and before executing a contra Trade (if permitted), I shall:

1. Promptly inform the Compliance Officer
2. Refrain from trading in securities of the Company. Yours

truly,

(Signature of the Designated Person)  
(Name of the Designated Person)

Enclosed:

1. Copy of pre-clearance approval
2. Copy of Form I & II

## FORM IV

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

**Transactions by Designated Persons and/or their immediate relative as identified by the Company [Clause 13 of GE Power India Limited: Code of Conduct to Regulate, Monitor and Report Trading in Securities of the Company by Designated Persons]**

**Details of transactions executed during the Financial Year \_\_\_ in securities of the Company**

Compliance Officer,  
GE Power India Limited,  
'Regus Magnum Business Centers, 11th floor,  
Platina, Block G, Plot C-59, BKC, Bandra (E),  
Mumbai, Maharashtra – 400051

I, .....(name of the Designated Person),..... (designation) of the Company residing at .....(address of the Designated Person) hereby declare that following is the consolidated statement of transactions made by me and/or immediate relatives during the Financial Year \_\_\_\_

Name of the Designated Person/ Immediate Relative / or a person with whom I have material financial relationship	Contact no./ Mobile	Opening balance of securities of the Company held as on 01.04.20 _____	Purchase/Sale made during the year	Closing balance of securities of the Company held as on 31.03.20___

\* Please delete/modify as per the factual position.

*“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 lenght transactions.”*

**SEBI (Prohibition of Insider Trading) Regulations, 2015**  
**Initial Disclosures by Connected persons as identified by the company**

Name of the Person	PAN	Connection with Company	Residential Address	Telephone (Office – Direct line)	Telephone (Residence)	Mobile No.'s	Email ID

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

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

Name, PAN, CIN/DIN, & address with contact nos. of other connected persons as identified by the company	Connection with company	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ disposal 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. )		Exchange on which the trade was executed
		Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No. and % of shareholding	Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No.	Value	Transaction Type (Purchase/Sale/ Pledge/ Revocation / Invocation/ Others- please specify)	Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No. and % of share holding	From	To					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		

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

**(ii)** Value of transaction excludes taxes/brokerage/any other charges

**Details of trading in derivatives on the securities of the company by other connected persons as identified by the company**

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

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)		
16	17	18	19	20	21	22	

Name:

Signature:

Place: