

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



## **1. Introduction:**

Pursuant to Securities and Exchange Board of India (Prohibition on Insider Trading) Regulations, 2015, as amended from time to time, The Board of Directors in their meeting held on 6<sup>th</sup> February, 2018 approved and adopted the Code of conduct for Zodiac Energy Limited (Hereinafter referred as Zodiac) for Prevention of Insider Trading which came into force from immediate effect.

## **2. Applicability:**

**This Code is applicable to the Designated Persons of Zodiac and other Connected Persons as mentioned in this code.**

## **3. Definitions :**

**A. “Act”** means the Securities and Exchange Board of India Act, 1992 (15 of 1992).

**B. “Board”** means the Board of Directors of the Company.

**C. “Company”** means Zodiac Energy Limited.

**D. “Compliance Officer”** means Company Secretary or such other senior officer as may be designated by the Board and reporting to the Board of Directors, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under this Code and the SEBI (Prohibition of Insider Trading) Regulations, 2015 (as may be amended from time to time), and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of Unpublished Price Sensitive Information, monitoring of trades and the implementation of the codes specifies under this Code and the SEBI (Prohibition of Insider Trading) Regulations, 2015 (as may be amended from time to time under the overall supervision of the Board of Directors of the Company.

### **E. “Connected Person” means:**

**i.** Any person who is or has during the six months prior to the concerned act been associated with a company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or being a director, officer or an employee of the Company or holds any position including a professional or business relationship between himself and



the Company whether temporary or permanent, that allows such person, directly or indirectly, access to Unpublished Price Sensitive Information or is reasonably expected to allow such access.

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

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

**F. “Dealing in Securities”** means act of subscribing to, buying, selling or agreeing to subscribe to, buy, sell or deal in Securities either as principal or agent.

**G. Designated Persons(s)** shall include:

- i.** Promoters and their Immediate Relatives;
- ii.** Directors of the Company;
- iii.** Key Managerial Personnel of the Company
- iv.** Every Employee in the grade of Assistant General Managers and above;



v. every Employee in the finance, accounts, secretarial, MIS and legal departments as may be determined and informed by the Compliance Officer;

vi. Permanent invitees to the meetings of the Board of Directors of the Company and committees of the Board of Directors of the Company (if any); and

vii. Such other persons as may be notified by the Compliance Officer from time to time on the basis of their role in the Company and their access to Unpublished Price Sensitive Information.

**H. “Director”** means a member of the Board of Directors of the Company.

**I. “Employee”** means every employee of the Company including the Directors (whether a whole time director or not) in the employment of the Company.

**J. “Generally available information”** means information that is accessible to the public on a non-discriminatory basis, such as information published on the websites of stock exchanges

**K. “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 dependent financially on such person, or consults such person in taking decisions relating to trading in securities.

**L. “Insider”** means any person who,

i. A Connected Person; or

ii. In possession of or having access to Unpublished Price Sensitive Information.

**M. “Insider Trading Regulations”** shall mean the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any amendments thereto.

**N. “Key Managerial Person”** means person as defined in Section 2(51) of the Companies Act, 2013.

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

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

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



**R. “Trading”** means and includes subscribing, buying, selling, dealing or agreeing to subscribe, buy, sell, deal in any securities, and “trade” shall be construed accordingly

**S. “Trading Day”** means a day on which the recognized stock exchanges are open for trading;

**T. “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 and such other transactions;
- v. Changes in key managerial personnel; and
- vi. Material events in accordance with the listing agreement

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

#### **4. Compliance Officer:**

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

**B.** The Compliance Officer shall assist all Designated Persons/Connected person in addressing any clarifications regarding the Insider Trading Regulations and the Company’s Code of Conduct.

#### **5. Prevention of “Unpublished Price Sensitive Information”:**



**A.** All information shall be handled within the Company on a need-to-know basis and no Unpublished Price Sensitive Information shall be communicated to any person except in furtherance of the Insider's legitimate purposes, performance of duties or discharge of his legal obligations.

**B.** Provided that Unpublished Price Sensitive Information may be communicated, provided, allowed access to or procured, in connection with a transaction which entails:

- an obligation to make an open offer under the Takeover Regulations where the Board of Directors of the Company is of informed opinion that the proposed transaction is in the best interests of the company; or

- not attracting the obligation to make an open offer under the Takeover Regulations but where the Board of Directors of the Company is of informed opinion that the proposed transaction is in the best interests of the Company and the information that constitute Unpublished Price Sensitive Information is disseminated or is to be made generally available atleast two Trading Days prior to the proposed transaction being effected in such form as the Board of Directors may determine.

However, the Board of Directors shall require all such parties to whom Unpublished Price Sensitive Information is either provided, made available or provided access, to execute agreements to obligate confidentiality and nondisclosure on the part of such parties of such information and keep all information so received confidential, except for the limited purpose for which the information was disclosed and shall not otherwise trade in listed Securities or Securities proposed to be listed when in possession of Unpublished Price Sensitive Information.

**C. Need to know:**

- i. In clause above, "need to know" basis means that Unpublished Price Sensitive Information should be disclosed only to those within the Company who need the information to discharge their duty and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of the information.

- ii. All non-public information directly received by any Employee should immediately be reported to the Compliance Officer.

**6. Limited Access to Confidential Information:**





Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password, etc., and the security details should be maintained confidentially.

## **7. Trading Restrictions:**

Designated Person and Connected Persons designated on the basis of their functional role in the Company shall be governed by this Code.

## **8. Trading Plan:**

**A.** An Insider who may be perpetually in possession of Unpublished Price Sensitive Information shall be entitled to formulate a trading plan for Trading in Securities (“Trading Plan”) which are listed on any stock exchange or are proposed to be listed in a compliant manner 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 Trading Plan.

**B.** The Compliance Officer shall ensure that such Trading Plan shall:

- i. not entail commencement of Trading on behalf of the Insider earlier than six months from the public disclosure of the Trading Plan;
- ii. not entail Trading for the period between the twentieth Trading day prior to the last day of any financial period for which results are required to be announced by the issuer of the Securities and the second trading day after the disclosure of such financial results;
- iii. entail trading for a period of not less than twelve months;
- iv. not entail overlap of any period for which another Trading Plan is already in existence;
- vi. set out either the value of trades to be effected or the number of Securities to be traded along with the nature of the trade and the intervals at or dates on which such trades shall be effected; and
- v. not entail trading in Securities for market abuse.

**C.** The Compliance Officer shall consider the Trading Plan made as above and shall approve it forthwith. However, he shall be entitled to take express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the Trading Plan as per provisions of the Insider Trading Regulations.



**D.** The Trading Plan once approved shall be irrevocable and the Insider shall mandatorily have to implement the Trading Plan, without being entitled to either deviate from it or to execute any Trade in the Securities outside the scope of the Trading Plan. However, the implementation of the Trading Plan shall not be commenced, if at the time of formulation of the Trading Plan, the Insider is in possession of any Unpublished Price Sensitive Information and the said information has not become generally available at the time of the commencement of implementation of the Trading Plan. The commencement of such Trading Plan shall be deferred until such Unpublished Price Sensitive Information becomes generally available information. Further, the Insider shall also not be allowed to deal in Securities of the Company, if any date of trading in Securities of the Company, as per the approved Trading Plan, coincides with the date of closure of Trading Window announced by the Compliance Officer.

**E.** Upon approval of the Trading Plan, the Compliance Officer shall notify the plan to the stock exchanges on which the Securities are listed.

#### **9. Trading window:**

**A.** The Designated Persons and his/her Immediate Relatives and all Connected Persons shall trade in the Securities of the Company only during a specific trading period, ('Trading Window'), available for trading in the Company's Securities.

**B.** The Compliance Officer shall close the Trading Window during the time any of the following information is unpublished and is likely to materially affect the price of the Securities of the Company:

- (a) Financial results;
- (b) Dividends;
- (c) Change in the capital structure;
- (d) mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions;
- (e) change in the Key Managerial Personnel;
- (f) material events in accordance with the listing regulations;
- (g) such other information as may be specified by the Compliance Officer.

**C.** The Trading Window shall be, inter alia, closed 7 days prior to (or such period as the Compliance Officer determines that a Designated Person or his/her Immediate Relatives or any Connected Person can reasonably be expected to have possession of Unpublished Price Sensitive Information) and for a period of 48 hours thereafter.





**D.** When the Trading Window is closed, the Designated Persons or his/her Immediate Relatives or any Connected Person shall not trade in the Company's Securities in such period.

**E.** All Designated Persons and their Immediate Relatives and all Connected Persons shall conduct all their Trading in the Securities of the Company only in a valid trading window and shall not deal in any transaction involving the purchase or sale of the Company's Securities during the periods when the Trading Window is closed, as referred to in Clauses above or during any other period as may be specified by the Company from time to time.

**F.** In case of Employee Stock Options, the exercise of option may be allowed in the period when the Trading Window is closed. However, sale of shares allotted on exercise of ESOPs shall not be allowed when a trading window is closed.

**G.** The Compliance Officer shall intimate the closure of Trading Window to all the Designated Persons and Connected Persons of the Company when he determines that a Designated Person or class of Designated Persons or Connected 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.

**H.** The Compliance Officer after taking into account various factors including the Unpublished Price Sensitive Information in question becoming generally available and being capable of assimilation by the market, shall decide the timing for reopening of the trading window, which in any event shall not be earlier than forty eight hours after the information becomes generally available.

**I.** The Trading Window shall also be applicable to any person having contractual or fiduciary relation with the Company, such as auditors, accountancy firms, law firms, analysts, consultants etc., assisting or advising the Company.

#### **10. Pre-clearance of trades:**

**A.** All Designated Persons, who intend to deal in the Securities of the Company when the Trading Window is open and in any other listed Security or Securities proposed to be listed, if the value of the proposed trades exceeds the Trading Threshold, shall obtain a pre-clearance of the trading by them in such Securities from the Compliance Officer in the manner detailed below. However, no Designated Person shall be entitled to apply for pre-clearance of any



proposed trade if such Designated Person is in possession of Unpublished Price Sensitive Information (including where the Trading Window is open) and hence he shall not be allowed to carry out Trading in such Securities.

**B.** The pre-dealing procedure shall be hereunder:

**i.** Any application may be made in the prescribed Form (**Form A as provided in Annexure 1**) to the Compliance Officer indicating the estimated number of Securities that the Designated Person intends to deal in, the details of the depository participant with which the Designated Person has an account, the details of the account maintained by the Designated Person with such Depository, the details of the Securities which are proposed to be Traded and such other details as may be required by any rule made by the Company in this behalf.

**ii.** The said application should be accompanied with an undertaking (**as provided in Annexure 2**). The said undertaking shall be executed in favor of the Company by such Designated Person incorporating, inter alia, the following clauses, in addition to clauses mentioned in Annexure 2, as may be applicable:

a. That the Designated Person does not have any access or has not received “Price Sensitive Information” up to the time of signing the undertaking.

b. That in case the Designated Person has access to or receives “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 position and that he/she would completely refrain from dealing in the Securities till the time such information becomes public.

c. That he/she has not contravened the Code for Insider Trading as may be notified by the Company from time to time.

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

**iii.** The Compliance Officer shall give its decision substantially in form provided in **Annexure 3**.

**iv.** All Designated Persons shall execute their order in respect of Securities within one week or such period after the approval of pre-clearance is given by the Compliance Officer.



v. The Designated Person shall file within 2 (two) days of execution of the deal, the details of such deal with the Compliance Officer in the prescribed form (Form B as set out in **Annexure 4**). In case the transaction is not undertaken, a 'Nil' report to that effect shall also be filed.

vi. If the order is not executed within seven days after the approval is given, the employee/director must pre-clear the transaction again.

vii. All Designated Persons who buy or sell any number of Securities pursuant to this Clause shall not enter into an opposite transaction i.e. sell or buy any number of shares during the next six months following the prior transaction. All Designated Persons shall also not take positions in derivative transactions in the shares of the Company at any time. In case of any contra trade be executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to the Securities and exchange Board of India (SEBI) for credit to the Investor Protection and Education Fund administered by SEBI under the Act.

In case of subscription in the primary market (initial public offers), the above mentioned entities shall hold their investments for a minimum period of 30 days. The holding period would commence when the securities are actually allotted.

viii. The Compliance Officer shall maintain a grey list of Securities which shall be the basis for the approving or rejecting applications for preclearance of Trades.

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

#### **11. Other Restriction:**

**A.** The disclosure to be made by any person under this Code shall include those relating to trading by such person's immediate relatives, and by any other person for whom such person takes Trading decisions.

**B.** The disclosures of Trading in Securities shall also include Trading in derivatives of Securities and the traded value of the derivatives shall be taken into account for purposes of this Code.

#### **12. Disclosure Requirements:**

##### **A. Initial Disclosure:**



**i)** Every Designated Person shall, within thirty days of the Code taking effect in the Company, shall forward to the Company the details of all holdings in listed Securities or Securities proposed to be listed presently held by them including the statement of holdings of dependent family members in the prescribed Form **(Form C as provided in the Annexure 5)**.

**ii)** Every person on appointment as a Key Managerial Personnel or a director of the Company or upon becoming a promoter shall disclose his holding of listed Securities or Securities Proposed to be listed as on the date of appointment or becoming a promoter, to the Company within seven days of such appointment or becoming a promoter in the prescribed Form **(Form D as provided in Annexure 6)**.

#### **B. Continual Disclosure:**

**iii)** Every promoter, employee and director of the Company shall disclose to the Company the number of such Securities acquired or disposed of within two trading days of such transaction in the prescribed Form (Form E as provided in Annexure 7) 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. Ten Lakhs.

**iv)** The disclosure in Form C shall be made within 2 working days of:

**a.** the receipt of intimation of allotment of shares, **or**

**b.** the acquisition or sale of shares or voting rights, as the case may be.

**v)** Disclosure by other Connected Person: Transactions by every other Connected Person in the prescribed Form **(Form F as provided in Annexure 8)** as indicated by the Company under Regulation 7(3).

#### **12. Disclosure by the Company to Stock Exchange(s):**

**i)** Within 2 days of the receipt of intimation under clause 9.3, the Compliance Officer shall disclose to all stock exchanges on which the Securities of the Company is listed, the information received.

**ii)** The Compliance Officer shall maintain records of all the declarations in the appropriate form given by the Designated Persons for a minimum period of five years.

#### **13. Disclosure by other connected Persons:**



Every connected persons shall make disclosures of holdings and trading in securities of the Company at such frequency as may be determined by the Company in order to monitor compliance with this regulations.

The Compliance officer shall report to the Board of Directors for the purpose of the code and in particular, shall provide reports to the Chairman of audit Committee and to the Chairman of the board annually.

**14. Penalty for Contravention of code:**

**i)** Every Designated Person or Connected Person (as applicable) shall be individually responsible for complying with the provisions of the Code (including to the extent the provisions hereof are applicable to his/her defendants).

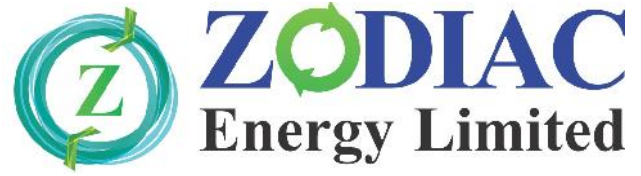
**ii)** Any person who trade in Securities or communicates any information for Trading in Securities, in contravention of this code may be penalised and appropriate action may be taken by the Company.

**iii)** Any person who violate the Code shall also be subject to disciplinary action by the Company, which may include wage freeze, suspension, ineligibility for future participation in employee stock option plans, etc.

**iv)** The action by Zodiac shall not preclude SEBI from taking any action for violation of this regulation.

**v)** In case of any violation of the Regulation or the code is observed, SEBI may be informed of the same by the Company.

\* This code and any amendment thereto shall be available on the website of the Company.



**Annexure 1**

**FORM A**

**SPECIMEN OF APPLICATION FOR PRE-DEALING APPROVAL**

Date:

To,  
The Compliance Officer,  
Zodiac Energy Limited  
A-1204 Siddhi Vinayak Towers,  
Off S G Highway, Makarba ,  
Vejalpur Ahmedabad- 380051

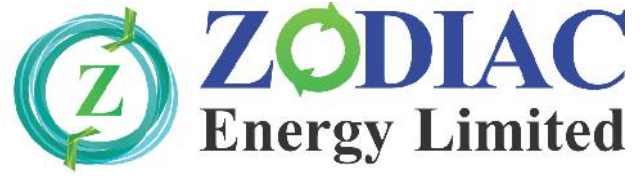
Dear Sir/Madam,

**Application for Pre-dealing approval in Securities**

Pursuant to the SEBI (prohibition of Insider Trading) Regulations, 2015 and the Company's **Code of Conduct for Prevention of Insider Trading**, I seek approval to purchase/ sale/ subscription of \_\_\_ Securities as per details given below:

<b>Sr No</b>	<b>Particulars</b>	<b>Remarks</b>
1	Name of the applicant	
2	Designation	
3	Name of Security and SCRIIP Code of the Security	
4.	Folio No./DP ID/ Client ID No.	
5.	The proposal is for	(a) Purchase of Securities (b) Subscription to Securities ( c) Sale of Securities
6.	Proposed date of dealing in Securities	
7.	Estimated number of Securities proposed to be	
8.	Price at which transaction is proposed	
9.	Current Market Price(as on date of application)	
10.	Whether the proposed transaction will be through	





	stock exchange or off market deal	
11.	Folio No./ DP ID/ Client ID No. where the Securities will be credited / debited	

I enclose herewith the form of undertaking signed by me.

Yours faithfully,

(Signature of Designated Person)



## ANNEXURE 2

### FORMAT OF UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE-CLEARANCE

#### UNDERTAKING

To,  
The Compliance Officer,  
Zodiac Energy Limited  
A-1204 Siddhi Vinayak Towers,  
Off S G Highway, Makarba ,  
Vejalpur Ahmedabad- 380051

I, \_\_\_\_\_ of the Company residing at \_\_\_\_\_, am desirous of dealing in \_\_\_\_\_\* Securities as mentioned in my application, dated \_\_\_\_\_ ("Application"), for pre-clearance of the transaction.

I further declare that I was not in possession of or otherwise privy to any Unpublished Price Sensitive Information (as defined in the Company's Code of Conduct for Prevention of Insider Trading (the Code) on the date of the Application and am not in possession of or otherwise privy to any Unpublished Price Sensitive Information upto the time of signing this undertaking.

In the event that I have access to or received any information that could be constructed 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 dealing in the Securities until such information becomes public.

I declare that I have not contravened the provisions of the Code as notified by the Company from time to time. I undertake to submit the necessary report within four days of execution of the transaction/ a 'Nil' report, if the transaction is not undertaken.



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

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

Date:

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

Name: \_\_\_\_\_

\*Indicate number of shares



**ANNEXURE-3**

**FORMAT FOR PRE-CLEARANCE ORDER**

To,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place: \_\_\_\_\_

This is to inform you that your request for dealing in \_\_\_\_\_ (nos) shares of the Company as mentioned in your application, dated \_\_\_\_\_, is approved. Please note that the said transaction must be completed on or before \_\_\_\_\_ (date) that is within 7 days from today.

In case you do not execute the approved transaction / deal on or before the aforesaid date you would have to seek fresh pre- clearance before executing any transaction/ deal in the Securities of the company.

Further, you are required to file the details of the executed transactions in the attached format within 2 days from the date of transaction/deal. In case the transaction is not undertaken, a 'Nil' report shall be necessary.

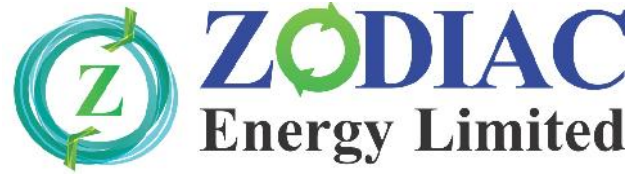
Yours faithfully,

**For, Zodiac Energy Limited**

Compliance Officer

Date: \_\_\_\_\_

Encl: Format for submission of details of transaction.



**ANNEXURE 4**

**FORM B**

**FORMAT FOR DISCLOSURE OF TRANSACTION**

**(To be submitted within 2 days of transaction / dealing in Securities)**

To,  
The Compliance Officer,  
Zodiac Energy Limited  
A-1204 Siddhi Vinayak Towers,  
Off S G Highway, Makarba ,  
Vejalpur Ahmedabad- 380051

I hereby inform that I

- Have not bought / sold / subscribed any Securities.
- Have bought/ sold/ subscribed to the Securities as mentioned below on •  
\_\_\_\_\_ (date)

Name Holder	of	No. Securities traded	of	Bought/ sold / Subscribed	DP ID/ Client ID/Folio No.	Price(Rs.)

In connection with the aforesaid transaction(s), I hereby undertake to preserve, for a period of 8 years and produce to the Compliance Officer/ SEBI any of following documents:

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

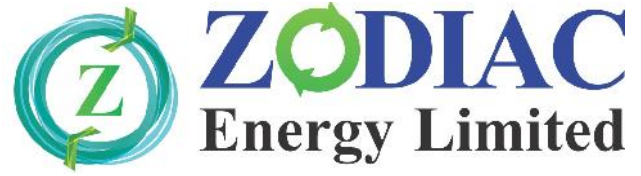
I agree that I shall not be entitled carry out a contra transaction to the transaction detailed in this letter for a period of six months hereafter. In case there is any urgent need to carry out such transaction, I shall approach the Compliance Officer for necessary approval. However, I understand that the decision of the Compliance Office shall be final and binding. I declare that the above information is correct and that no provisions of the Company's Code and/or applicable laws/ regulations have been contravened for effecting the above said transactions(s).

Date: \_\_\_\_\_

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

Name:

Designation:



**ANNEXURE 5**

**FORM C**

**SEBI (Prohibition of Insider Trading) Regulation, 2015**

**[Regulation 7(1)(a) read with Regulation 6(2)- Initial Disclosure to the Company]**

Name of the Company: Zodiac Energy Limited

ISIN of the Company: INE761Y01019

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

Date of Appointment of Director/ KMP or Date of becoming promoter:

Name, PAN, CIN/DIN & address with contact No.	Category of Person (Promoter/KMP/Directors /Immediate/ Relatives/ Others,etc.)	Securities held as on the date of regulation coming into force(Equity )	% of Shareholding	Open interest of the Future contracts held as on the date of regulation coming into force		Open interest of the Future contracts held as on the date of regulation coming into force	
				Number of Units(Contracts* lot size)	Notional value in rupee terms	Number of Units(Contracts* lot size)	Notional value in rupee terms
1	2	3	4	5	6	7	8

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





**ANNEXURE -6**

**FORM D**

**SEBI (Prohibition of Insider trading) Regulation,2015**

**[Regulation 7(1)(b) read with regulation 6(2)- Disclosure on becoming a Director/KMP/Promoter]**

Name of the Company: Zodiac Energy Limited

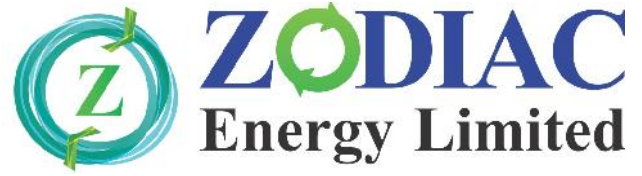
ISIN of the Company: INE761Y01019

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

Name, CIN/DIN & address with contact No.	PAN, & with	Category of Person (Promoter/KMP/ Directors/Immediate/Relatives/ Others,etc.)	Date of Appointment of Director/KMP or Date of becoming Promoter	Securities held at the time of becoming Promoter/ Appointment of Director/KMP		% of Shareholding
				Type of Secutiry (for eg -Shares, warrants, convertib;e Debenture etc.)	No.	
1	2	3	4	5	6	

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

Details of Open Interest(OI) in Derivatives of the Company held on appointment of Key Managerial Personnel (KMP) of Director or upon becoming a promoter of a listed company and other persons as mentioned in Regulation 6(2) if applicable.



Open interest of the Future Contracts held at the time of			Open interest of the Option Contracts held at the time of		
Contract specification	Number of Units (Contracts* Lot size)	Notional value in Rupee Term	Contract specification	Number of Units (Contracts* Lot size)	Notional value in Rupee Term
7	8	9	10	11	12

Note:

In case of Options, Notional value shall be calculated based on premium plus strike price of options.



**ANNEXURE- 7**

**FORM: E**

**SEBI (Prohibition of Insider trading) Regulation,2015**

**[Regulation 7(1)(b) read with regulation 6(2)- Continual Disclosure]**

Name of the Company: Zodiac Energy Limited

ISIN of the Company: INE761Y01019

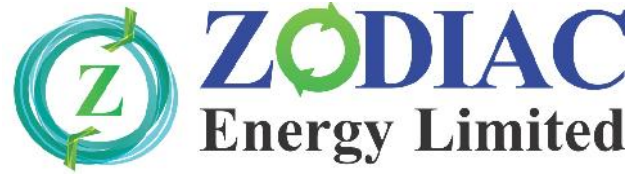
**Details of Changes in holding of Securities of Promoters, Employee or Director of Listed Company and other such persons as mentioned in Regulation 6(2)**

Name, PAN, CIN/DIN & address with contact No.	Category of Person (Promoter /KMP/Directors/Immediate/Relatives/ Others,etc. )	Securities held prior to acquisition/disposal		Securities acquired/disposed				Security 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 Public Market/Public rights/Inter se transfer ESOP etc.)
		Type of Security (for e.g Shares, warrants, convertible debentures)	No. and % of Share holding	Type of Security (for e.g Shares, warrants, convertible debentures)	No	Value	Transaction Type (Buy, sale, pledge etc.)	Type of Security (for e.g Shares, warrants, convertible)	No. and % of Share holding	From	To		



								e debe nture s)					
1	2	3	4	5	6	7	8	9	10	11	1 2	13	14

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



**ANNEXURE 8**

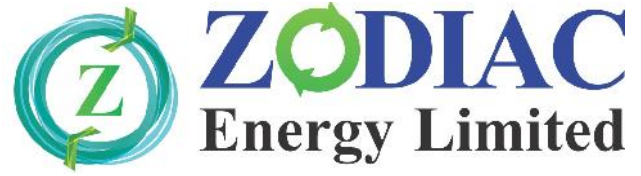
**FORM: E**

**SEBI (Prohibition of Insider trading) Regulation,2015**

**[Regulation 7(3)-Transaction 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 No. of other connected persons as identified by company	Connections with the Company	Securities held prior to acquisition/disposal		Securities acquired/disposed				Security 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 Public Market/Public rights/Inter se transfer ESOP etc.)
		Type of Security (for e.g Shares, warrants, convertible debentures)	No. and % of Share holding	Type of Security (for e.g Shares, warrants, convertible debentures)	No	Value	Transaction Type (Buy, sale, pledge etc.)	Type of Security (for e.g Shares, warrants, convertible debentures)	No. and % of Share holding	From	To		
1	2	3	4	5	6	7	8	9	10	11	12	13	14



2

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

**Details of Trading in derivatives of the Company by Promoter, Employee of Director of a listed Company and other Such persons as mentioned in Regulation 6(2), if applicable**

Trading in derivatives (specify type of Contract, Futures or options etc)						Exchange on which the trade was executed
Type of Contract	Contract Specification	Buy		Sell		
		Notional Value	Number of units(Contract*lot size)	Notional Value	Number of units(Contract*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