CODE OF CONDUCT FOR REGULATING, MONITORING AND REPORTING OF TRADING BY DESIGNATED PERSONS AND THEIR IMMEDIATE RELATIVES

OF

SEMBCORP GREEN INFRA LIMITED

INDEX

INTRODUCTION

In accordance with the Insider Trading Regulations, the Board of Directors of Sembcorp Green Infra Limited (Formerly known as Sembcorp Green Infra Private Limited) (the "**Company**"), has adopted this code of conduct for regulating, monitoring and reporting of trading by Designated Persons and their Immediate Relatives (the "**Code**").

This Code shall be effective from the date of listing of the Company's securities on a recognized stock exchange in India. Provided however, that the relevant provision of the **Insider Trading Regulations** which are applicable to the companies 'proposed to be listed' shall become applicable with immediate effect.

1. APPLICABILITY

This Code shall be applicable to the Designated Persons and their Immediate Relatives.

2. DEFINITIONS

(i). "**Board**" means the board of directors of the Company.

(ii). "**Company**" means Sembcorp Green Infra Limited (Formerly known as Sembcorp Green Infra Private Limited).

(iii). **"Compliance Officer**" means any senior officer designated so and reporting to the Board, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under the Insider Trading Regulations, and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules of preservation of Unpublished Price Sensitive Information, monitoring of trades and the implementation of the codes specified under the Insider Trading Regulations under the overall supervision of the Board.

(iv). "**Connected Person**" means:

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himself and the Company whether temporary or permanent, that allows such person, directly or indirectly, access to Unpublished Price Sensitive Information or is reasonably expected to allow such access.

b) 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 Relative of Connected Persons specified in clause (a); or
- A holding company or associate company or subsidiary company, if any; or
- An intermediary as specified in Section 12 of the Securities and Exchange Board of India Act, 1992, as amended or an employee or director thereof; or
- An investment company, trustee company, asset management company or an employee or director thereof; or
- An official of a stock exchange or of clearing house or corporation; or
- 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
- 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, as amended; or

- An official and/or employee of a self-regulatory organization recognized or authorized by the Board;
- A banker of the Company; or
- A concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of the Company or his Relative or banker of the Company, has more than ten per cent, of the holding or interest; or
- A firm or its partner or its employee in which a connected person specified in clause (a); or
- A person sharing household or residence with a connected person specified in clause (a).

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

(vi). "**Designated Persons**" means:

a) the promoter(s) of the Company, if any;
b) All directors of the Company;
c) All Key Managerial Personnel, Senior Management, Compliance Officer and Chief Risk Officer;
d) All functional / departmental heads of the Company by whatever name called;
e) All employees of the Company in finance/ accounts, legal, IT, and secretarial department or any other support staff who have access to UPSI;
f) All Employees of the Company and employees of its material subsidiaries who are up to two levels below the chief executive officer;
g) Such other officers / employees of the Company and its material subsidiaries, as may be covered, from time to time, on the basis of their function and role in the organization and access that such role and function would provide to UPSI.

(vii). "**Employee**" means every employee of the Company including the directors in the employment of the Company.

(viii). "**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.

(ix). "**Immediate Relative**" means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse (whether minors or adults), any of whom is either dependent financially on such person or consults such person in taking decisions relating to trading in securities.

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

(xi). "**Insider**" means any person who is:

a) a Connected Person; or
b) in possession of or having access to UPSI.

(xii). "**Insider Trading Regulations/ Regulations**" means the Securities and Exchange Board of India

(Prohibition of Insider Trading) Regulations, 2015, as amended from time to time

(xiii). "**Key Managerial Personnel**" means key managerial personnel as defined under the Section 2(51) of Companies Act, 2013, as amended from time to time.

(xiv). "**Material Financial Relationship**" refers to 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, or as prescribed under Regulations as amended from time to time.

(xv). "**Promoter**", if any, shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended or the Companies Act, 2013, as amended or any modification thereof, which includes:

a) who has been named as such in a draft offer document or offer document or is identified by the issuer in the annual return referred to in section 92 of the Companies Act, 2013;
b) who has control over the affairs of the issuer, directly or indirectly whether as a shareholder, director or otherwise;
c) in accordance with whose advice, directions or instructions, the board of directors of the issuer is accustomed to act:

Provided that nothing in sub-clause (c) shall apply to a person who is acting merely in a professional capacity.

(xvi). "**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).

(xvii). "**Reward**" means any gratuitous monetary amount for which an Informant is declared eligible as per the provisions of the Insider Trading Regulations;

(xviii). "**Securities**" shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956, as amended.

(xix). "**Senior Management**" shall mean the officers and personnel of the issuer who are members of its core management team, excluding the Board of Directors, and shall also comprise all the members of the management one level below the Chief Executive Officer or Managing Director or Whole Time Director or Manager (including Chief Executive Officer and Manager, in case they are not part of the Board of Directors) and shall specifically include the functional heads, by whatever name called and the Company Secretary and the Chief Financial Officer.

(xx). "**Takeover Regulations**" means the Securities and Exchange Board India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any modification thereof.

(xxi). "**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.

For the avoidance of doubt, it is clarified that:

(i) "Trade" includes creation, invocation and revocation of a pledge in Securities, a transfer/receipt of any Securities of the Company through gift.
(ii) Insider Trading Regulations are also applicable on transmission of shares. However, transmission of shares shall be exempted from provisions of Trading Window closure, pre-clearance and contra trade but the norms relating to disclosure requirements shall be applicable on such transmission.

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

(xxiii). "**Stock Exchange**" means a recognised Stock Exchange as defined under clause (f) of Section 2 of the Securities Contracts (Regulation) Act, 1956, as amended.

(xxiv). "**Unpublished Price Sensitive Information**" ("UPSI") 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 and shall have the meaning assigned to it under the Insider Trading Regulations as amended from time to time

Explanation: The following shall be always deemed to be Unpublished Price Sensitive Information till it becomes Generally Available Information:

a. financial results
b. dividends
c. change in capital structure;
d. mergers, de-mergers, acquisitions, delisting, disposals and expansion of business award or termination of order/contracts not in the normal course of business and such other transactions;
e. changes in key managerial personnel other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor;
f. change in rating(s), other than ESG rating(s);
g. fund raising proposed to be undertaken;
h. agreements, by whatever name called, which may impact the management or control of the company;
i. 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;
j. resolution plan/ restructuring or one-time settlement in relation to loans/borrowings from banks/financial institutions;
k. 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;
l. 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;
m. 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;
n. outcome of any litigation(s) or dispute(s) which may have an impact on the company;

o. 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;
p. granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.

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

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.

NOTE: It is intended that information relating to a company or securities, that is not generally available would be unpublished price sensitive information if it is likely to materially affect the price upon coming into the public domain. The types of matters that would ordinarily give rise to unpublished price sensitive information have been listed above to give illustrative guidance of unpublished price sensitive information.

3. ROLE OF COMPLIANCE OFFICER

(i). The Board has appointed the company secretary of the Company as the Compliance Officer, who shall report to the Board of the Company. In the absence of the Compliance Officer for any reason, Chief Financial Officer of the Company, shall carry out the responsibilities of the Compliance Officer as required under this Policy, and the Regulations.

(ii). The Compliance Officer shall at quarterly intervals prepare a report on insider trading to the Chairman of the Audit Committee or the Chairman of the Board.

(iii). The Compliance Officer shall maintain a database of the violations of Code of Conduct by Designated Persons and immediate relatives of Designated Persons.

(iv). The Compliance Officer shall assist all Employees / Directors in addressing any clarifications regarding the Insider Trading Regulations and the Code.

(v). To assist the Board in identifying the Designated Persons to be covered by the code of conduct on the basis of their role and function in the organisation and the access that such role and function would provide to UPSI in addition to seniority and professional designation.

(vi). Compliance Officer shall be responsible for the approval of Trading Plans.

(vii). Compliance Officer shall also be responsible for notifying the Trading Plans to the stock exchanges on which Securities are listed (viii). Compliance Officer shall maintain a record of trading window from time to time.

(ix). Compliance Officer shall assist all the Designated Persons and their Immediate Relatives in addressing any clarifications regarding the Regulations and the Policy.

4. PRESERVATION OF UNPUBLISHED PRICE SENSITIVE INFORMATION

(i). All Designated Persons and their Immediate Relatives shall maintain strict confidentiality with respect to all Unpublished Price Sensitive Information they are in possession of. To this end, no Designated Person or their Immediate Relatives shall:

a. pass on Unpublished Price Sensitive Information to any person;
b. disclose Unpublished Price Sensitive Information to their Immediate Relatives and any other person;
c. discuss Unpublished Price Sensitive Information in public places where others might overhear;
d. disclose Unpublished Price Sensitive Information to any other Designated Person or any other person who does not need to know the information to do his or her job; and
e. give others the perception that he/she is trading on the basis of Unpublished Price Sensitive Information.

(ii). No person shall procure from or cause the communication by any Insider of UPSI, relating to a Company or Securities listed or proposed to be listed, except in furtherance of the legitimate purposes, performance of duties or discharge of his legal obligations. For purposes of the Code, 'legitimate purposes' 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 shall not be carried out to evade or circumvent the prohibitions of the Insider Trading Regulations in accordance with the determination made under the Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information.

(iii). Any person in receipt of UPSI pursuant to a "legitimate purpose" shall be considered an Insider for purposes of the Insider Trading Regulations and due notice shall be given to such persons to maintain confidentiality of such UPSI in compliance with the Insider Trading Regulations.

For the purposes of clause (iii) above, the Board 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 provided in clause (iii) above and shall not otherwise trade in Securities of the Company when in possession of UPSI.

(iv). Notwithstanding anything contained herein, UPSI may be communicated, provided, allowed access to or procured, in connection with a transaction which would entail:

a) an obligation to make an open offer under the Takeover Regulations where the Board is of informed opinion that sharing of such information is in the best interests of the Company; or

b) not attracting the obligation to make an open offer under the Takeover Regulations but where the Board is of informed opinion that sharing such information is in the best interests of the Company and the information that constitutes Unpublished Price Sensitive Information is disseminated to be made Generally Available at least two trading days prior to the proposed transaction being affected in such form as the Board may determine to be adequate and fair to cover all relevant and material facts.

c) The Board shall ensure that a structured digital database is maintained containing the names of such persons or entities as the case may be with whom information is shared under this Regulation along with the permanent account number or any other identifier authorized by law where permanent account number is not available. Such databases shall be maintained with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database. The Board of the Company shall ensure that the structured digital database is preserved for a period of not less than eight years after completion of the relevant transactions and in the event of receipt of any information from the Board regarding any investigation or enforcement proceedings, the relevant information in the structured digital database shall be preserved till the completion of such proceedings

(v). For the purposes of this Code, “need to know” shall mean:

a) that UPSI 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; or

b) that all information that is not Generally Available, if directly received by any Employee should immediately be reported to the head of the department.

(vi). There shall be limited access to confidential information. Files containing confidential information shall be kept secure. Computer files shall have adequate security of login, password and firewall protection.

(vii). Designated Persons in the Company shall be governed by this Code.

(viii). Chinese Walls:

a) *Identification of Inside Areas and Public Areas*: To prevent the misuse of confidential information the Company shall establish procedures and processes which separate/demarcate those areas of the Company which routinely have access to UPSI, considered “*Inside Areas*” from other departments providing support services, considered “*Public Areas*”.

b) The Designated Persons in an Inside Area shall not communicate any UPSI to any one in Public Area.

c) Even on a particular side of the Chinese Wall, UPSI may not be shared among Designated Persons or any other recipient of such information, except on a need-to-know basis.

d) In exceptional circumstances persons from Public Areas may be brought “*over the wall*” and given confidential information strictly on “need-to-know basis”.

e) *Crossing the Chinese Wall*: To complete or assist in a particular mandate or assignment of an Inside Area of the Chinese Wall, assistance of Designated Persons in the Public Area may be required for discussion on or as a part of a team for such mandate or assignment. In such an instance, the Designated Persons in the Public Area would be considered as having “*Crossed the Chinese Wall*” and have come on the Inside Area of the Chinese Wall, only during the duration of the mandate/assignment. Approval of the Head of the concerned business must be obtained to Cross the Chinese Wall and such precautions taken, as may be stipulated. Such “*crossing of Chinese Wall*” should be reported to the Compliance Officer for his records. While ‘crossing the wall’ or ‘bringing inside the wall’ the Designated Persons should make the person aware of the duties and responsibilities attached to the receipt of Unpublished Price Sensitive Information and the liability that attaches to misuse or unwarranted use of such information.

f) *Responsibilities post Crossing of the Wall*: While any Designated Persons from the Public Area is in the Inside Area after having crossed the Chinese Wall, he shall strictly maintain the confidentiality of the transaction or UPSI and will be subject to general principles governing confidentiality and the handling and use of UPSI.

g) Persons crossing the Chinese Wall shall be provided with only such information as is reasonably necessary and appropriate for him/her to accomplish the purpose for which the Chinese Wall is crossed from the Public Area to the Inside Area and every such sharing shall be recorded in the Structured Digital Database (SDD) with time-stamps & audit trails per Reg. 3(5) of Insider Trading Regulations.

h) The establishment of Chinese Walls does not suggest or imply that Unpublished Price Sensitive Information can circulate freely within Insider Areas. Provisions of clause v applies to insider areas as well.

5. TRADING PLANS

(i). All Designated Persons and their Immediate Relative be entitled to formulate a trading plan in accordance with Regulation 5 of Insider Trading Regulations 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.

(ii). Trading plans shall:

a) 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;

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

c) set out following parameters for each trade to be executed:

(i). either the value of trade to be effected or the number of securities to be traded;

(ii). nature of the trade;

(iii). either specific date or time period not exceeding five consecutive trading days;

(iv). price limit, that is an upper price limit for a buy trade and a lower price limit for a sell trade, subject to the range as specified below:

a) for a buy trade: the upper price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent higher than such closing price;
b) for a sell trade: the lower price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent lower than such closing price.

d) not entail trading in securities for market abuse.

(iii). The Compliance Officer shall review the trading plan made as above and shall assess whether the plan would have any potential for violation of the Insider Trading Regulations. He shall be entitled to take express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan as per provisions of the Insider Trading Regulations.

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

Provided further that trading window norms on contra trade shall not be applicable for trades carried out in accordance with an approved trading plan.

(iv). The trading plan once approved shall be irrevocable and the Designated Person or his Immediate Relative 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 at the time of formulation of the plan, the Designated Person or his Immediate Relative is in possession of any UPSI and the said information has not become generally available at the time of the commencement of implementation. Further, the Designated Person or his Immediate Relative shall also not be allowed to deal in securities of the Company, if the date of trading in securities of the Company, as per the approved Trading Plan, coincides with the date of closure of Trading Window announced by the Compliance Officer.

(v). Upon approval of the trading plan, the compliance officer shall notify the plan to the stock exchanges on which the securities are listed.

6. TRADING WINDOW AND WINDOW CLOSURE

(i). a) The Company shall specify a trading period for trading in the Securities ("Trading Window").

b) 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 UPSI. Such closure shall be imposed in relation to such Securities to which such UPSI relates.

c) The Trading Window shall be closed from 1st of April, the 1st of July, the 1st of October and the 1st of January of every year upto 48 (forty eight) hours after the declaration of the respective financial results (quarterly, half- yearly and annual); and

d) inter alia be closed 2 (two) calendar days prior to and 2 (two) calendar days after:

i. any intended announcements regarding amalgamation, mergers, takeovers and buy- back, disposal of whole or substantially whole of the undertaking, issue of Securities by way of public/ rights/bonus etc., any major expansion plans or execution of new projects,
ii. any changes in policies, plans or operations of the Company that could have material impact on its financial performance.

(ii). The gap between clearance of accounts by audit committee and board meeting should be as narrow as possible and preferably on the same day to avoid leakage of material information.

(iii). All Designated Persons and their Immediate Relatives shall conduct their dealings in the securities of the Company only in a valid trading window and shall not deal in any transaction involving the purchase or sale of the Company's Securities during the periods when the trading window is closed, as referred to in clause (c) above or during any other period as may be specified by the Company from time to time.

(iv). The Compliance Officer shall intimate the closure of trading window to all the Designated Persons of the Company.

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

(vi). In addition to the above, the Compliance Officer may after consultation with the Board, declare the Trading Window closed, on an "as-needed" basis for any reason and for such other persons, as the Compliance Officer may deem fit.

(vii). The Compliance Officer after considering 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 re-opening of the trading window. In any event such re-opening shall not be earlier than forty-eight hours after the information becomes generally available.

(viii). Despite the Trading Window being open, Designated Persons or their Immediate Relatives would only be allowed to Trade subject to the conditions specified in Clause 9 below and provided that they are not in possession of any Unpublished Price Sensitive Information at the time they carry out the transaction.

(ix). The restriction on Trading Window shall not be applicable in the following circumstances:

a. the transaction is 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 Insider Trading Regulations and both parties had made a conscious and informed trade decision

   Provided further that such off-market trades shall be reported by the insiders to the company within two working days. Company shall notify the particulars of such trades to the stock exchange on which the securities are listed within two trading days from receipt of the disclosure or from becoming aware of such information.

b. the transaction was carried out through the block deal window mechanism between persons who were in possession of the unpublished price sensitive information without being in breach of the regulation 3 of the Insider Trading Regulations and both parties had made a conscious and informed trade decision;

   Provided the transaction mentioned in sub-clauses (a) and (b) above, should not pertain to such unpublished price sensitive information which was obtained in a manner provided underregulation 3(3) of the Insider Trading Regulations.

c. the transaction in question was carried out pursuant to a statutory or regulatory obligation tocarry out a bona fide transaction.

d. the transaction in question was undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations.

e. the trades were pursuant to a trading plan set up in accordance with clause 7 above.

f. pledge of shares for a bonafide purpose such as raising of funds, subject to pre-clearance by the Compliance Officer under clause 9 and compliance with the respective regulations.

g. transactions undertaken in accordance to respective regulations made by Securities and Exchange Board of India ("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 or transactions which are undertaken through such other mechanism as may be specified by the SEBI from time to time.

h. in the case of non-individual insiders: –

   i. the individuals who were in possession of such unpublished price sensitive information were different from the individuals taking trading decisions and such decision-making individuals were not in possession of such unpublished price sensitive information when they took the decision to trade; and

   ii. appropriate and adequate arrangements were in place to ensure that these regulations are not violated and no unpublished price sensitive information was communicated by the individuals possessing the information to the individuals taking trading decisions and there is no evidence of such arrangements having been breached.

7. PRE-CLEARANCES OF TRADE

(i). Dealing in Securities of the Company by all Designated Persons, when the trading window is opened and if the value of the proposed trades is above ₹ 10,00,000 (Rupees Ten lacs) (market value), shall be subject to pre-clearance by the Compliance Officer. The pre-clearance procedure shall be as hereunder:

a) An application may be made in the prescribed Form I to the Compliance Officer indicating the estimated number of Securities that the Designated Person intends to deal in, the details as to the depository with which he has a security account, the details as to the Securities in such depository mode and such other details as may be required by any rule made by the Company in this behalf.

b) An undertaking as provided in Form I shall be signed or executed in favor of the Company by such Designated Person incorporating, *inter alia,* the following clauses, as may be applicable:

- That the Employee / director / officer of the Company does not have any access or has not received UPSI up to the time of signing the undertaking.

- That in case the Designated Person has access to or receives UPSI after the signing of the undertaking but before the execution of the transaction he/she shall inform the Compliance Officer of such change in position and that he/she would completely refrain from dealing in the Securities of the Company till the time such information becomes public.

- That he/she has not contravened the Code as notified by the Company from time to time.
- That he/she has made a full and true disclosure in the matter.

c) 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 pre-clearance of trades. Accordingly, the Compliance Officer shall consider the application made as above and shall approve it unless he is of the opinion that the grant of such approval would result in a breach of the provisions of the Policy, or the Insider Trading Regulations or the Act or any other law in force at that time.

d) Every approval letter shall be in such format as may be prescribed by the Company from time to time.

e) The Compliance Officer shall convey his decision to the Designated Person or his Immediate Relative, as the case may be, within 2 (two) Trading Days of receipt of the application. If the Compliance Officer does not respond within 2 (two) Trading Days, it shall be deemed to be a rejection of the application.

f) All transactions intended by the Compliance Officer shall be approved by the Chairman of the Board or any other Executive Director as may be authorized by the Chairman.

g) In case any such person procures or comes in possession of Unpublished Price Sensitive Information before execution of the Trade during the subsistence of the pre-clearance sought in accordance with this clause, such person shall refrain from executing the Trade.

h) All Designated Persons and their Immediate Relatives shall execute their trade in respect of Securities of the Company within seven Trading Days after the approval of pre-clearance is given. The Designated Person shall file within two Trading Days of the execution of the deal, the details of such deal with the Compliance Officer in the prescribed Form B. In case the transaction is not undertaken, a report to that effect shall be filed in the prescribed Form II.

i) If the order is not executed within seven Trading Days after the approval is given, the employee/ director must seek fresh pre-clearance of the transaction.

j) All Designated Persons who buy or sell any number of Securities of the Company shall not enter into a contra trade i.e. sell or buy any number of Securities of the Company during the next six months following the prior transaction except in line with Insider Trading Regulations All Designated Persons shall also not take positions in derivative transactions in the Securities of the Company at any time. In case if any 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 Securities and Exchange Board of India for credit to the Investor Protection and Education Fund administered by the Securities and Exchange Board of India under the Securities and Exchange Board of India Act, 1992, as amended, provided that this shall not be applicable for trades pursuant to exercise of stock options.

k) The Compliance Officer may waive off the holding period in case of sale of securities in personal emergency upon receipt of an application on this behalf through the respective Departmental head in prescribed Form III and after recording reasons in writing for the same.

However, no such sale will be permitted when the trading window is closed.

l) No Designated Persons shall apply for pre-clearance of any proposed Trade by such Designated Person or his/her Immediate Relative, if such Designated Person or his/her Immediate Relative is in possession of UPSI even if the trading window is not closed.

m) Any Designated Person or his Immediate Relatives who carries on any transaction or series of transaction to circumvent this clause shall be in violation of this Policy.

Explanation: It is clarified that pre-clearance is not required for
(1) trades executed in accordance with a Trading Plan which is approved under this Policy;
(2) exercise of employee stock options.

n) In case of any clarification needed, Designated Persons and their Immediate Relatives shall be responsible to check with the Compliance Officer or one of the contact persons designated by the Compliance Officer, if any, from time to time, whether the provisions of this Clause are applicable to any particular proposed transaction in the Securities.

o) The Compliance Officer shall report to the chairman of Board or the chairman of the Audit Committee, on annual basis, all the details of the trading in the Securities of the Company done by the Designated Persons or their Immediate Relatives together with the accompanying documents that such persons had executed under the pre-approval procedure as outlined above.

p) The Company shall be entitled to disclose to all the stock exchanges where its Securities are listed, the information provided by Designated Persons or their Immediate Relatives to the Compliance Officer in accordance with the Policy.

8. OTHER RESTRICTIONS

The disclosures to be made by any person under this Code shall include those relating to trading by such person's Immediate Relatives, and by any other person for whom such person takes trading decisions.

The disclosures of trading in securities shall also include trading in derivatives of securities and the traded value of the derivatives shall be considered for purposes of this Code.

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

Internal Control

(a) The chief executive officer or managing director of the Company shall put in place adequate and effective system of internal controls to ensure compliance with the requirements given in Insider Trading Regulations to prevent insider trading. Further, the Board is to ensure that the requirements are met by such persons under the Insider Trading Regulations.

(b) The internal controls shall include the following:

i. Designated Persons;

ii. all the UPSI shall be identified and its confidentiality shall be maintained as per the requirements of the Insider Trading Regulations;

iii. adequate restrictions shall be placed on communication or procurement of UPSI as required by the Insider Trading 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 Insider Trading Regulations shall be complied with;

vi. periodic process review to evaluate effectiveness of such internal controls.

(c) The Audit Committee of the Company shall review compliance with the provisions of the Insider Trading Regulations at least once in a financial year, and shall verify that the systems for internal control are adequate and are operating effectively.

(d) The Company shall formulate written policies and procedures for inquiry in case of leak or suspected leak of UPSI, which shall be approved by the Board and accordingly initiate appropriate inquiries on becoming aware of such information and inform the Board promptly of such leaks, inquiries and results of such inquiries;

(e) If an inquiry has been initiated by the Company in case of leak or suspected leak of UPSI the relevant intermediaries and fiduciaries shall co-operate with the Company in connection with such inquiry conducted by the Company.

The Company shall not discharge, terminate, demote, suspend, threaten, harass, either directly or indirectly, or discriminate against any Employee who files a Voluntary Information Disclosure Form under the Insider Trading Regulations, irrespective of whether the information is considered or rejected by SEBI or he or she is eligible for a Reward under the Insider Trading Regulations, by reason of: (a) filing a Voluntary Information Disclosure Form under the Insider Trading Regulations; (b) testifying in, or otherwise assisting or aiding SEBI in any investigation, inquiry, audit, examination or proceeding instituted or about to be instituted for an alleged violation of the insider trading laws, or in any manner aiding the enforcement action taken by the Board; (c) breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with SEBI in any manner.

For the purpose of this Clause, ‘Employee’ shall mean any individual who during employment may become privy to information relating to violation of insider trading laws and files a Voluntary Information Disclosure Form under the Insider Trading Regulations and is a director, partner, regular or contractual employee, but does not include an advocate.

It is further clarified that the Company does not require any Employee to establish that: (a) SEBI has taken up any enforcement action in furtherance of information provided by such person; or (b) the information provided fulfils the criteria of being considered as an ‘original information’ under the Insider Trading Regulations. No Employee that has filed a Voluntary Information Disclosure under the Insider Trading Regulations will be required to notify the Company of such filing, or seek its prior permission or consent or guidance of any person engaged by the Company, as the case may be, before or after such filing.

9. REPORTING REQUIREMENTS FOR TRANSACTIONS IN SECURITIES

Initial Disclosure

(i). Every person on appointment as a Key Managerial Personnel or a Senior Management or a director of the Company shall disclose his holding of Securities of the Company as on the date of appointment or becoming a Promoter, to the Company within seven days of such appointment or becoming a promoter in the prescribed Form A.

Designated Persons are required to disclose the following information on a one-time basis:

a. The names of the educational institution from which such Designated Person has graduated;
b. Name of the past employers of such Designated Person.

Continual Disclosure

(ii). All Designated Persons and their Immediate Relatives 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 more than INR. 10,00,000 (Indian Rupees Ten Lakhs) or such other value as may be specified in Form II

The disclosure shall be made within two trading days of:

a) the receipt of intimation of allotment of Securities; or

b) the acquisition or sale of Securities or voting rights as the case may be.

(iii). All Designated Persons and their Immediate Relatives shall disclose to the Company the number of such Securities acquired or disposed through an off-market inter-se transaction within two Trading Days of such transaction in line with provisions of Insider Trading Regulations

Disclosure by the Company to the Stock Exchange(s)

(iv). Within two Trading Days of the receipt of intimation under Clause 10 (iii) or Clause 10 (iv), the Compliance Officer shall disclose to all Stock Exchanges on which the Company is listed, the information received.

(v). The Compliance Officer shall maintain records of all the declarations in the appropriate form given by the directors / officers / Designated Persons for a minimum period of five years.

10. REPORTING REQUIREMENTS FOR DESIGNATED PERSONS

(i). All Designated Persons shall disclose the annual statement of all Securities of the Company held as on March 31 every year, in the format set out in Form IV on or prior to April 25 of the next Financial Year or at any other time as prescribed by SEBI from time to time

(ii). All Designated Persons shall disclose along with the annual statement referred in (i) above a list of all their Immediate Relatives and of persons with whom such Designated Persons have Material Financial Relationship along with telephone and mobile numbers used by them and their respective permanent account number issued by the Income-Tax Department and re-submit the latest information, in the event of any change in any detail. In absence of permanent account number, any other identifier authorized by law shall be disclosed. In absence of both documents, the Compliance Officer shall decide on the identifier supposed to be disclosed.

(iii). All Designated Persons shall on a one time basis disclose the names of all educational institutions from where they have graduated and names of past employers, within 15 days of being a Designated Person.

(iv). The Compliance Officer shall maintain records of all the declarations/undertakings / forms as mentioned in this Code of Conduct, and received from time to time, for a period of five years.

(v). The Compliance Officer shall take steps for disclosures required under this Code of Conduct to also be made through electronic filing in accordance with the system devised by the stock exchange**.**

11. DISSEMINATION OF PRICE SENSITIVE INFORMATION

(i). No information shall be passed by Designated Persons by way of making a recommendation for the purchase or sale of Securities of the Company.

(ii). Disclosure or dissemination of UPSI with special reference to analysts, media persons and institutional investors:

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

a) Only public information to be provided.

b) At least two Company representatives be present at meetings with analysts, media persons and institutional investors.

c) Unanticipated questions may be taken on notice and a considered response given later. If the answer includes UPSI, a public announcement should be made before responding.

d) Simultaneous release of information after every such meeting.

(iii). Where disclosure of UPSI is required to be made to any person in the course of a transaction, such disclosure shall be made on a "need to know" basis. Any such disclosure shall be made in accordance with the Insider Trading Regulations. No Unpublished Price Sensitive Information shall be communicated to any person except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations, or in any other manner which is contrary to regulation 3 of the Insider Trading Regulations. It is clarified that the term 'legitimate purpose', shall have the same meaning as provided under the Company's policy on 'Code of Fair Disclosure and Conduct'.

The following process shall be followed in bringing persons to whom UPSI is disclosed as 'insiders':

a) All such persons shall be required to enter into agreements to contract confidentiality and non-disclosure obligations or notice shall be served to all such employees as may be applicable in accordance with regulation 3(4) of the Insider Trading Regulations;

b) The Compliance Officer shall explain to all such persons the obligations and consequences of breach of obligations set out in the Insider Trading Regulations.

c) The Compliance Officer shall maintain a list of all persons brought in as 'insiders' pursuant to this Code.

12. PENALTY FOR CONTRAVENTION OF THE CODE OF CONDUCT

(i). Every Designated Person shall be individually responsible for complying with the provisions of the Code (including to the extent the provisions hereof are applicable to his/her Immediate Relative).

(ii). Any Designated Person who trades in securities or communicates any information for trading in Securities, in contravention of this Code may be penalized and appropriate action may be taken by the Company, the penalty for which shall be decided as per the discretion of the Compliance Officer after discussion with the Audit Committee, where necessary and whether the violation was intentional or unintentional.

(iii). The persons who violate this Code shall be subject to disciplinary action which in respect of a Designated Person which may include instances of warning, imposition of monetary penalty, wage freeze, suspension, recovery, clawback, termination of employment, ineligibility for future participation in employee stock option plans, etc. Any amount collected under this clause would be remitted to SEBI for credit to the Investor Protection and Education Fund administered by the SEBI under the Act. The penal action will be initiated on obtaining suitable directions from the Audit Committee.

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

(v). In case of the Board becoming aware of any violation by the Designated Person and Immediate Relative of Designated Persons of the Insider Trading Regulation, the Compliance Officer, on behalf of the Company shall promptly inform the SEBI of such violation in the format as prescribed by SEBI from time to time.

13. INTERPRETATION OR CLARIFICATION

In case any difficulty or doubt arises in the interpretation of the Policy, the matter shall be referred to the Board and their decision shall be final and binding. If the issue involves any act or matter involving the chairman of the Board, the Chairman of the Audit Committee shall decide upon such issue.

14. REVIEW AND AMENDMENTS

The Board reserves the power to review and amend this Code from time to time. All provisions of this Code would be subject to revision or amendment in accordance with the applicable law as may be issued by relevant statutory, governmental or regulatory authorities, from time to time. In case of any amendment(s), clarification(s), circular(s) etc. issued by the relevant authorities are not consistent with the provisions laid down under this Code, then such amendment(s), clarification(s), circular(s) etc. shall prevail upon the provisions hereunder.

The Compliance Officer may update this policy from time to time only to the extent so as to reflect any changes in the Insider Trading Regulations, as amended from time to time and the updated version be issued and published as necessary, without any requirement for approval from the Board.

15. ASSISTANCE

For any assistance, advice or clarification on any questions, doubts or difficulties that may arise in the interpretation of this Code, you may contact the following persons:

Sr. No.	Name & Designation	Contact Number	Email address
1.	Narendra Ande, Company Secretary & Compliance Officer	0124 - 6986675	Complianceofficer.India @sembcorp.com

16. OTHERS

i. Any suspected violation of leak of UPSI or violation of the Policy can be reported under whistle blower mechanism.

ii. 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 introduced vide SEBI (Prohibition of Insider Trading) (Third Amendment) Regulations, 2019, will be protected against any discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination.

****
Version Control:

Sr. No.	Version No.	Adopted by / Changes suggested by	Date of approval	Summary of Changes
1	**V-1**	**Board**	**29 July 2026**	**-**

SEMBCORP GREEN INFRA LIMITED

CODE OF CONDUCT FOR REGULATING, MONITORING AND REPORTING OF TRADING BY DESIGNATED PERSONS AND THEIR IMMEDIATE RELATIVE.

FORM I [Refer Clause 7(i)]

APPLICATION TO DEAL IN SECURITIES OF SEMBCORP GREEN INFRA LIMITED

To: Compliance Officer

From: Name of the/ Applicant :

Nature of relationship (Self, relative etc.) :

Designation :

Employee Id :

Department / Unit :

Location :

-

I hereby give notice that I propose to carry out the following transaction:

Nature of Proposed Transaction	a) Purchase in the open market b) Sale of securities c) Off-Market deal d) Other (Pledge, Gift etc.) (Please specify)
Type of Securities (equity, debentures, etc.)	
No. of Shares / Derivatives proposed to be bought/sold	
DP & Client ID No (In case of Demat)	
Proposed date of trading in securities	
Price at which the transaction is Proposed	
Current Market Price (as on the date of application)	

UNDERTAKING

In relation to the above trading, I hereby undertake and confirm:

a) that I do not have any access or have not received Unpublished Price Sensitive Information up to the time of signing this undertaking/declaration.

b) that in case I obtain access to or receive any Unpublished Price Sensitive Information after the signing of this undertaking/declaration but before the execution of the transaction, I shall inform the Compliance Officer of the change in my position and refrain myself and shall also ensure that my Immediate Relatives would completely refrain from Trading in the Securities (including derivatives, if any) of the Company till the time such information becomes generally available.

c) that I have not contravened the code of conduct for prevention of insider trading as notified by the Company from time to time.

d) I undertake to submit the necessary report within two Trading Days of execution of the transaction / a 'Nil' report if the transaction is not undertaken within 7 trading days from pre-clearance approval

e) I confirm that I have not entered into within the past six months, nor shall enter into within the next six months, a opposite transaction or contra trade in respect of the concerned Securities.

f) I am aware that, I shall be liable to face penal consequences and / or disciplinary action in case the above are found to be misleading or incorrect at any time.

g) I agree to comply with the Code and provide any information relating to the Trade as may be required by the Compliance Officer and permit the Company to disclose such detail to SEBI, if so required by SEBI.

h) that I have made a full and true disclosure in this application.

i) That I will go ahead with the transaction only after receiving the required clearance.

Name
(Signature)

Date:
Place:

SEMBCORP GREEN INFRA LIMITED

CODE OF CONDUCT FOR REGULATING, MONITORING AND REPORTING OF TRADING DESIGNATED PERSONS AND THEIR IMMEDIATE RELATIVE.BY

FORM II [Refer Clause 7(i) (h)]

FORM FOR DISCLOSURE OF TRANSACTIONS

To: Compliance Officer

From: Name of the person proposing to trade :

Designation :

EmployeeId :

Department / Unit :

Location :

-I hereby inform that I have bought/sold/subscribed to securities as mentioned below on (date) (or)

- I hereby give reasons for not executing the approved transaction as per the following details:

Date of Pre-clearance	Type of Securities (equity, debentures, etc.)	No. of Securities/ Derivatives proposed to be bought / sold	No. of Securities for transaction executed	No. of Securities for transaction not executed	DP & Client ID No (In case of Demat)	Price	Reasons for transaction not Executed (if applicable)

In connection with the aforesaid transaction(s), I hereby undertake to preserve, for a period of3 years and produce to the Compliance officer / SEBI any of the following documents if sought for:

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

I agree to hold the above securities for a minimum period of six months / undertake that no contra trade shall be entered within a period of six months. In case there is any urgent need tosell these securities within the said period, I shall approach the Compliance Officer for necessary approval (applicable in case of purchase / subscription).

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

I request you to take above on records and declare that I have made full and truedisclosure in the matter.

Name

(Signature)

Date:
Place:

SEMBCORP GREEN INFRA LIMITED

CODE OF CONDUCT FOR REGULATING, MONITORING AND REPORTING OF TRADING BY DESIGNATED PERSONS AND THEIR IMMEDIATE RELATIVE.

FORM III [Refer Clause 7(i)(k)]

APPLICATION FOR WAIVER OF MINIMUM HOLDING PERIOD

To:	Compliance Officer	:
From:	Name of the Applicant	:
	Designation	:
	Employee Reference No.	:
	Department / Unit	:
	Location	:

Through: Department Head

Dear Sir,

I request you to grant me waiver of the minimum holding period of 6 months days as required under the Company's code of conduct for regulating, monitoring and reporting of trading by Designated Persons and their Immediate Relatives, with respect to securities of the Company held by me/ (name of family dependent)/jointly acquired by me on_________(date). I desire to deal in the said shares because of the under-mentioned emergency [mention reasons in brief along with supporting documents]

Thanking you

Your faithfully,

Name

(Signature)

Date:

SEMBCORP GREEN INFRA LIMITED

CODE OF CONDUCT FOR REGULATING, MONITORING AND REPORTING OF TRADING BY DESIGNATED PERSONS AND THEIR IMMEDIATE RELATIVE.

FORM IV [Refer Clause 10(i)]

DISCLOSURE OF HOLDINGS IN SECURITIES OF SEMBCORP GREEN INFRA LIMITED BY DESIGNATED PERSONS

Date:____________________

To: Compliance Officer :

From: Name :

Designation :

Employee Reference No. :

Department / Unit :

Location :

I. DETAILS OF HOLDINGS BY DIRECTOR/DESIGNATED PERSON IN HIS OWN NAME (WHETHER SINGLY OR JOINTLY)

All holdings in Securities of Sembcorp Green Infra Limited as on March 31, 20___.

Type of security (For e.g. – Shares, Warrant, Convertible Debentures etc.)	Securities held at March 31, 20__	% of Shareholding	Value in ₹	Folio No./DP ID/ Client ID

Note: In case the designated personnel have no holdings at the end of FY, please provide NIL declaration

II. DETAILS OF DEALINGS & HOLDINGS BY IMMEDIATE RELATIVE(S) (WHETHER SINGLY OR JOINTLY)

Type of security (For e.g. – Shares, Warrant, Convertible Debentures etc.)	**Securities held at March 31, 20__**	**% of Shareholding**	**Value in ₹**	**Folio No./DP ID & /Client ID**

I declare that I have complied with the provisions of the Regulations and/or the Code.

I declare that above details are true, correct and complete in all respect.

____

Signature:

Name:

Designation:

PAN:

Department:

Employee No.:

Please sign and return even if you have nothing to declare.

Encl: Annexure A

Annexure A

Sr. No.	Particulars	Name	PAN & Address	Phone and mobile number used bypersons	No. and % of total Shareholding	Whether financially dependent orconsults you for trading decisions (Y/N)
1.	Spouse					
2.	Father					
3.	Mother					
4.	Spouse's Father					
5.	Spouse's Mother					
6.	Son					
7.	Son's Wife					
8.	Daughter					
9.	Daughter's husband					
10.	Brother					
11.	Sister					
12.	Spouse's Brother					
13.	Spouse's Sister					
14.	If you are member of Hindu undivided					
15.	Name of persons with whom material financial relationship*is shared					

*"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 12 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 A
SEBI (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (1) (b) read with Regulation 6(2) – Disclosure on becoming a director/KMP/SMP/Promoter)

Name of the company: ________________________ ISIN of the Company:_________________________

Details of Securities held on appointment of Key Managerial Personnel (KMP), Senior Management (SMP) or Director or upon becoming a Promoter or of a listed company and immediate relatives of such persons and by other such persons and other such persons as mentioned in Regulation 6(2).

Name, PAN No., CIN/DIN & address with contact nos.	Category of Person (KMP/SMP/Director or Promoter or /Immediate relative to/others etc.)	Date of appointment of KMP/SMP/Director/ OR Date of becoming Promoter	Securities held at the time of becoming Promoter/appointment of Director/KMP/SMP or becoming Promoter		% of Shareholding
			Type of security (For e.g. – Shares, Warrants, Convertible Debentures, Rights entitlements, 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) Regulations, 2015.

Details of Open Interest (OI) in derivatives of the company held on appointment of Key Managerial Personnel (KMP), Senior Management (SMP) or Director or upon becoming Promoter of the listed company immediate relative of such persons and by and other such persons as mentioned in Regulation 6(2).

Open Interest of the Future contracts held at the time of appointment of Director/KMP or upon becoming Promoter			Open Interest of the Option Contracts held as on the date of regulation coming into force		
Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
7	8	9	10	11	12

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

Name & Signature:

Designation:
Date:
Place:

sembcorp

SEMBCORP GREEN INFRA LIMITED
(Formerly known as Sembcorp Green Infra Private Limited)
(CIN: U23200HR2005PLC078211)
Registered Off: Building 7A, Level 5, DLF Cybercity, Gurugram, Haryana – 122002
Tel: +91 124 698 6700, Fax: +91 124 698 6710
Website: www.sembcorpindia.com, Email: Complianceofficer.India@sembcorp.com

FORM B

SEBI (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (2) read with Regulation 6(2) – Continual disclosure]

Name of the Company:
ISIN of the Company:

Details of change in holding of Securities of Promoter, Designated Person or Director of thecompany and immediate relatives of such person and other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/DIN, & address with contact nos.	Category of Person (Promoter/ /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 security For e.g. - Shares, Warrants, Convertible Debentures, Rights entitlements, etc.)	No. and % of shareholding	Type of security (For e.g. – Shares, Warrants, Convertible Debentures, Rights entitlements, Etc.)	No.	Value	Transaction Type (Purchase/ Sale/ Pledge / Revocation/ Invocation/Others- Please specify)	Type of security (For e.g. – Shares, Warrants, Convertible Debentures, Rights entitlements, Etc.)	No. and % of Shareholding	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, as amended.*
(ii) Value of transaction excludes taxes/brokerage/any other charges.

Details of trading in derivatives on the securities of the company by Promoter, designated person or Director of a listed company and immediate relative 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: