VA TECH WABAG LIMITED

Code of Conduct for Prevention of Insider Trading

Introduction

With a view to govern the Conduct of Insiders on matters relating to Insider Trading, The Securities and Exchange Board of India (SEBI) on January 15, 2015 issued SEBI (Prohibition of Insider Trading) Regulations, 2015 (amended from time to time) herein referred to as "SEBI PIT Regulation" effective from May 15, 2015.

SEBI (Prohibition of Insider Trading) Regulation, 1992 shall stand repealed from May 15, 2015.

Insider trading means and includes subscribing, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell, deal in any securities of a company listed/traded on any stock exchange in India based on, or when in possession of, unpublished price sensitive information and "trade" shall be construed accordingly. Such dealings by the Insiders erode the Investors' Confidence in the integrity of the management and is unhealthy for Capital Market. Trading would also include creation/invocation/revocation of pledge.

Chapter IV of the SEBI PIT Regulation (hereinafter referred to as "Regulations") require, inter alia, all listed companies to frame a Code of Conduct to regulate monitor and report trading by its employees and other Connected persons towards achieving compliance with these regulations adopting the minimum standards specified in Schedule B to the Regulations.

VA Tech Wabag Limited has formulated this code of conduct called VA Tech Wabag Limited Code of Conduct for Prevention of Insider Trading ("Code"). All the Directors, Officers, Designated Persons and other Connected Persons of VA Tech Wabag Limited are governed by the Code.

All the Directors, Officers, Designated Persons and other Connected Person of VA Tech Wabag Limited and its Subsidiaries are advised to carefully go through and familiarize themselves with and adhere to the Regulations and the Code.

Effective Date/ Applicability

The Board of Directors of the Company formulated the Code effective from May 15, 2015 subsequently revised the Code in compliance with the requirements under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time. The Board of Directors of the Company have

now modified this Code for certain changes and the amended Code will be approved and effective from June 10, 2025 read with applicable provisions of the SEBI PIT Regulations, as amended from time to time.

Objective: -

The Company endeavors to preserve the confidentiality of un-published price sensitive information and to prevent misuse of such information. The Company is committed to transparency and fairness in dealing with all stakeholders and in ensuring adherence to all laws and regulations. Every Director, Officer, Employee, Designated Person and other Connected Person of the Company has a duty to safeguard the confidentiality of all such information obtained in the course of his or her work at the Company. No Director, Officer, Employee, Designated Person and other Connected Person may use his or her position or knowledge of the Company to gain personal benefit or to provide benefit to any third party. Such persons are prohibited from communicating / or counseling others with respect to the securities of the Company. Such persons should also refrain from profiteering by misusing the unpublished price sensitive information and thereby enabling the Company to retain Investor confidence.

To achieve these objectives, VA Tech Wabag Limited (hereinafter referred to as "the Company" or "WABAG") hereby notifies that this code of conduct is to be followed by all Directors, Officers, Designated Persons, and Connected Persons.

1. Definitions:

For the purpose of this code the following terms shall have the meanings assigned to them hereunder:

i. **"Act"** means the Securities and Exchange Board of India Act, 1992.

ii. **"Code" or "this Code"** shall mean this Code of Conduct for Prevention of Insider Trading in securities of VA Tech Wabag Limited as amended from time to time.

iii. **"Company" or "the Company"** means VA Tech Wabag Limited (WABAG), including its Group companies (both present and future).

iv. **"Compliance Officer"** means the Compliance Officer appointed pursuant to Clause 2 of this Code and/or as defined in Regulation 2(1)(c) of the SEBI (Prohibition of Insider Trading) Regulations, 2015.

v. **"Contra Trade"** means a trade or transaction which involves buying or selling any number of shares of the Company and within 6 months trading or transacting in an opposite transaction involving sell or buy following the prior transaction."

vi. **''Connected Person"** means (shall have the meaning given to it under Regulation 2(d) of the SEBI PIT Regulation), as amended from time to time:

(i) any person who is or has been, during the six months prior to the concerned act, associated with a company, in any capacity, directly or indirectly, including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the company or holds any position including a professional or business relationship, whether temporary or permanent, with the company, that allows such a person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.

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

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

(k) a firm or its partner or its employee in which a connected person specified in sub-clause (i) of clause (vi) is also a partner; or

(l) a person sharing household or residence with a connected person specified in sub-clause (i) of clause (vi);

vii. "Dealing in WABAG Securities" means and including an act of subscribing, buying, selling or agreeing to subscribe, buy, sell, or deal in the Securities of the Company by any person either as principal or agent and trading would also include creation/invocation/revocation of pledge.

viii. "Director" shall mean and include a member of the Board of Directors of the Company.

ix. "Designated Person(s)" shall include:

a. Promoters and Promoter group of the Company;
b. Directors and Key Managerial Personnel (KMP) of the Company;
c. All Employees and such other persons of the Company and its material subsidiaries, intermediary or fiduciary designated by Compliance Officer in consultation with the Managing Director, on the basis of their functional role or access to the UPSI in the Company;
d. Chief Executive Officer and such other employees upto two levels below the Chief Executive Officer of the Company and its material subsidiaries irrespective of their functional role in the company or ability to have UPSI, as may be decided by the Compliance Officer in consultation with the Managing Director from time to time;
e. Any support staff of the Company, intermediary or fiduciary such as IT staff or secretarial staff who have access to the UPSI as may be identified by the Compliance Officer in consultation with the Managing Director;
f. Immediate Relatives of the aforesaid persons;
g. or any other person dealing with the listed entity.

[Whereas fiduciary relation means relationship with accountancy firms, collaborators, lenders, suppliers, merchant bankers, legal advisors, auditors, insolvency professional, Analyst, banks, professionals or other advisors or consultants]

Unless specifically mentioned, Designated Persons and immediate relatives of designated persons in the Company shall be governed by an internal code of conduct governing dealing in securities.

x. **"Derivative"** shall mean derivative as defined under the Securities Contracts (Regulations) Act, 1956 and includes,

(A) a security derived from a debt instrument, share, loan, whether secured or unsecured, risk instrument or contract for differences or any other form of security;

(B) a contract which derives its value from the prices, or index of prices, of underlying securities.

xi. **"Employee(s)"** shall mean and include all Employees of the Company (whether or not on probation).

xii. **"Insider"** means any person who is a Connected Person, Designated Person and any person(s) who is in possession of or having access to the UPSI.

xiii. **"Insider Trading Regulations"** means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time.

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

xv. **"Key Managerial Personnel"** as defined in the Companies Act 2013, as amended from time to time.

xvi. **"Officer"** includes any Director, Manager or Secretary or any person in accordance with whose directions or instructions the Board of Directors or any one or more of the Directors is or are accustomed to act.

xvii. **"Trading Plan"** is a plan submitted to the compliance officer by an Insider who has knowledge or is in possession of UPSI, his or her intention to trade in the Company Securities over a given period of time.

xviii. **"Trading day"** means a day on which the recognized stock exchanges are open for trading.

xix. **"Unpublished Price Sensitive Information (UPSI)**" means any information, which relates directly or indirectly to the Company or its securities, that is not generally available* which upon becoming generally available, is likely to

materially affect the price of the Wabag securities and shall be deemed to be price sensitive information but not restricted to: -

1. Financial results;
2. Dividends;
3. Change in capital structure;
4. Mergers, de-mergers, acquisitions, delistings, disposals and expansion of business, award or termination of order/contracts not in the normal course of business and such other transactions;
5. Changes in key managerial personnel, other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor;
6. change in rating(s), other than ESG rating(s);
7. fund raising proposed to be undertaken;
8. agreements, by whatever name called, which may impact the management or control of the company;
9. 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;
10. resolution plan / restructuring or one-time settlement in relation to loans/ borrowings from banks / financial institutions;
11. 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;
12. 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;
13. 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;
14. outcome of any litigation(s) or dispute(s) which may have an impact on the company;
15. 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;
16. granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.

[Explanation 1: For the purpose of sub-clause (9):

a. 'Fraud' shall have the same meaning as referred to in Regulation 2(1)(c) of SEBI (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 SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Explanation 2: For identification of events enumerated hereinabove as UPSI, the guidelines for materiality referred at paragraph A of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as may be specified by the SEBI from time to time and materiality as referred at paragraph B of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 shall be applicable.]

**"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.*

xx. "Wabag Securities" or "Securities of the Company" shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof, which *inter-alia* covers shares, scrips, stocks, bonds, debentures, derivative, etc.

xxi. "**Working day**" shall mean the working day when the regular trading is permitted on the concerned stock exchange where securities of the Company are listed.

xxii. "**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)

1.1 No Insider shall:

a. Either on his own or on behalf of any other person deal in securities that are listed on a stock exchange when in possession of unpublished price sensitive information.

b. Communicate, provide or allow access to any unpublished price sensitive information, relating to a company or securities listed or proposed to be listed, to any person including other insiders except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

c. No person shall procure from or cause the communication by any Insider of UPSI, relating to company or securities listed or proposed to be listed by company, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

2. Compliance Officer

The Company shall appoint a senior officer to be the Compliance Officer for the purpose of the Insider Trading Regulations and this Code. The Compliance Officer shall report to the Board of Directors. The Compliance officer shall be financially literate and capable of appreciating requirements for legal and regulatory compliance.

VA Tech Wabag Limited (hereinafter referred to as "The Company) has appointed Company Secretary as the Compliance Officer. He reports to the Managing Director/ Board of Directors of the Company, from time to time.

The Compliance Officer shall be responsible for:

a. setting forth policies, procedures, maintenance of records monitoring adherence to the rules for the preservation of un published Price Sensitive Information;

b. pre-clearing of Designated Persons and their Dependents' trades;

c. monitoring trades and the implementation of this Code under the overall supervision of the Board of Directors of the Company;

The Compliance Officer shall maintain a record of the Designated Persons and any changes made in the list of Designated Persons.

The Compliance Officer shall assist the Designated Persons in addressing any clarifications, if any, regarding the Insider Trading Regulations, the Code and the Company's Code of Practices & Procedures for fair disclosure of UPSI & Policy for identifying legitimate purpose.

3. Handling of Price Sensitive Information on need to know basis

Employees and Designated Persons shall maintain the confidentiality of all Price Sensitive Information. They shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale or dealing of WABAG Securities.

Provided that nothing contained above shall be applicable to any communication that may be required to be made in the ordinary course of the business of the Company or profession or employment or under any laws applicable to the business of the Company and due care has been taken while disclosing any such communication so as to ensure compliance of obligations under this Code.

Unpublished Price sensitive information is to be handled only on a "need to know" basis, i.e. 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.

Chinese Wall Policy: The Designated Person(s) shall cross the wall for discharging their duties subject to the prior consent of the Compliance Officer.

All non-public information directly received by any Employee and Designated Person(s) should immediately be reported to the Compliance Officer.

If, in the performance of duties, it becomes necessary for the Employee and Designated Person(s) to disclose any price sensitive information to any person outside the Company, e.g., Advisors, Auditors, Consultants, Merchant Bankers, etc., the Employee and Designated Person(s) shall inform the Compliance Officer of the Price Sensitive Information proposed to be disclosed, and obtain the prior written consent of the Compliance Officer. The Employee and Designated Person(s) shall ensure that the concerned Advisor, Auditor, Consultant, Merchant Banker, etc., executes an Agreement in the prescribed format (**Form E attached hereto**) with the Company or in a similar form mutually agreeable to the Employee/ Designated Person(s) with such person and shall obtain prior written consent of Compliance Officer.

Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password etc.

4. Prevention of misuse of Price Sensitive Information

4.1 All Designated Persons and his/her Immediate Relatives shall be subject to the trading restrictions as enumerated below:

4.2 **Trading Window**

The Designated Employee and his/ her Immediate Relatives shall trade in shares of the Company only during a specific trading period called "Trading Window" to be specified by the Company.

The Trading Window shall also be applicable to Connected Persons. 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.

The Trading Window may be closed during the time the information mentioned hereunder is unpublished but not restricted to:

a. Declaration of Financial results (quarterly, half yearly and annual);
b. Declaration of dividends (interim and final);
c. Issue of securities or buy-back of securities or other changes in capital structure;
d. Any major expansion plans or execution of new projects;
e. Amalgamations, mergers, takeovers and buy-back;
f. Disposal of whole or substantially whole of the undertaking;
g. Any changes in policies, plans or operations of the Company;
h. Such other information as may be specified by the Compliance Officer for this purpose.

The trading window shall also be closed when the compliance officer determines that Designated Persons or class of them can reasonably be expected to have possession of or have access to unpublished price sensitive information. The timing for re-opening of the trading window shall be determined by the compliance officer taking into account various factors including the unpublished price sensitive information in question becoming generally available and being capable of assimilation by the market, which in any event shall not be earlier than forty-eight hours after the information becomes generally available.

Provided that, for UPSI not emanating from within the Company, trading window may not be closed.

In respect of declaration of financial results, the Trading Window shall remain closed from the end of every quarter till 48 hours after the declaration of financial results. 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.

The Designated Person(s), Connected Person and Employee and their Immediate Relatives shall conduct all their dealings in the WABAG Securities during a valid Trading Window and shall not deal in any transaction involving the purchase or sale of the WABAG Securities during the periods when Trading Window is closed or during any other period as may be specified by the Company from time to time.

In case of ESOPs, if any, exercise of options may be allowed in the period when the Trading Window is closed. No pre-clearance is required for exercise of stock options. However, sale of shares allotted on exercise of ESOPs shall not be allowed when the Trading Window is closed.

4.3 Pre-clearance of trades

All Designated Persons and their Immediate Relatives who intend to deal in the WABAG Securities should pre-clear the transactions, by making an application in the prescribed **(Form PCT attached hereto)** and containing the prescribed undertaking to the Compliance Officer where the aggregate of the WABAG Securities to be dealt during a calendar month exceeds 5,000 in number or Rupees Twenty-five lakhs (INR 25 lakhs) in Value in a calendar month, whichever is lower. It is clarified that it shall be the responsibility of the Designated Persons to obtain approvals in respect of the aforesaid transactions proposed to be entered into by them or their Immediate Relatives.

The Compliance Officer shall either clear the requested deal or decline to clear the requested deal within seven (7) Working Days of the receipt of the application in the prescribed Form. In case the Compliance Officer declines to clear the requested deal, he shall assign reasons in writing for doing so. If the Designated Persons does not receive any response from the Compliance Officer within the aforesaid period of seven (7) Working Days, the requested deal can be deemed to have been cleared by the Compliance Officer.

All Designated Persons and their Immediate Relatives who intend to deal in the WABAG Securities shall have to execute the pre cleared trade within seven (7) Working Days from the date of Pre-clearance, failing which fresh preclearance would be needed for the trades to be executed.

When the trading is open, trading by Designated Person(s) shall be subject to pre-clearance by the Compliance Officer, if the value of the proposed trades is above such thresholds as mentioned above. In case the Compliance officer or any of his

Immediate Relatives wish to deal in the WABAG Securities, he would have to make the application in the prescribed form **(Form PCT attached hereto)** to the Managing Director of the Company who would consider the requested deal within seven (7) Working Days as aforesaid. The remaining provisions of this section, as applicable to Designated Persons would also apply to the Compliance Officer.

5. Restricted List of Trades:

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

6. Restrictions On Contra Trade:

A Designated Person or their immediate relative(s) who is permitted to trade shall not execute a contra trade within a period of six (6) months following the prior transaction. Relaxation may be given from strict application of such restriction for reasons to be recorded in writing provided that such relaxation does not violate these Regulations. In the event, any such 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 SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the Act.

7. Other Compliances

In case the sale of WABAG Securities is necessitated by personal emergency, the holding period may be waived by the Compliance Officer after recording in writing his/her reasons in this regard upon an application made to him.

The Compliance Officer shall place before the Managing Director/ Board/ Committee on a Quarterly basis, details of the dealings in the WABAG securities by the Designated Persons and the accompanying documents, if any that such persons had executed under the pre-dealing procedure as envisaged under this Code.

The Compliance Officer shall maintain records of all the declarations in appropriate forms given by the Designated Persons for a minimum period of five (5) years.

Disclosures by other connected persons:

Other connected person or class of connected persons (as and when prescribed by the Company) may disclose in the prescribed form **(Form C attached hereto)#** his holding of securities of the Company and trading in securities of the company on a half yearly basis within fifteen (15) days from the end of half year.

*# Erstwhile title of the **Form 'D'** of the Circular SEBI/HO/ISD/CIR/P/2021/19 dated February 09, 2021 has been changed to **Form 'C'** vide the SEBI Master Circular HO/43/15/12(3)2025-ISD-POD2/I/11734/2026 dated March 23, 2023 updated as on May 15, 2026.*

Structured Digital Database:

The Board of Directors or head(s) of the organisation of every person required to handle UPSI shall ensure that a structured digital database (SDD) is maintained containing the nature of UPSI and the names of such persons who have shared the information and also the names of such persons 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 database shall not be outsourced and shall be maintained internally with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

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

8. Submission of Trading Plan

a) An Insider shall formulate a trading plan and present it to the Compliance Officer for approval.

b) The Compliance Officer shall approve or reject the trading plan within two (2) trading days of receipt of the trading plan and notify the approved plan to the stock exchanges on which the securities are listed, on the day of approval.

c) Trading by any Insider or on behalf cannot be earlier than one hundred and twenty (120) calendar days from the public disclosure of the plan. There is no minimum or maximum duration prescribed for a trading plan. This shall not be applicable for trades pursuant to exercise of stock option.

d) Trading plan shall 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 (5) 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 (20) 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 (20) per cent lower than such closing price.

Explanation:

(i) While the parameters in sub-clauses (i), (ii) and (iii) shall be mandatorily mentioned for each trade, the parameter in sub-clause (iv) shall be optional.

(ii) The price limit in sub-clause (iv) shall be rounded off to the nearest numeral.

(iii) Insider may make adjustments, with the approval of the Compliance Officer, in the number of securities and price limit in the event of corporate actions related to bonus issue and stock split occurring after the approval of trading plan and the same shall be notified on the stock exchanges on which securities are listed.

e) Insider should not entail trading in securities for market abuse.

The trading plan once approved shall be irrevocable and the insider shall mandatorily have to implement the plan without being entitled to either execute any trade in the securities outside the scope of the trading plan or to deviate from it except due to permanent incapacity or bankruptcy or operation of law.

Provided that the implementation of the trading plan shall not be commenced if any unpublished price sensitive information in possession of the insider at the time of formulation of the plan has not become generally available at the time of the commencement of implementation.

Provided further that if the insider has set a price limit for a trade under sub-clause (iv) of clause (v) of sub-regulation 2, the insider shall execute the trade only if the execution price of the security is within such limit. If price of the security is outside the price limit set by the insider, the trade shall not be executed.

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

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

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

Explanation: In case of non-implementation (full/partial) of trading plan due to either reasons enumerated in sub-regulation 4 or failure of execution of trade due to inadequate liquidity in the scrip, the following procedure shall be adopted:

(i) The insider shall intimate non-implementation (full/partial) of trading plan to the Compliance Officer within two (2) trading days of end of tenure of the trading plan with reasons thereof and supporting documents, if any.
(ii) Upon receipt of information from the insider, the compliance officer, shall place such information along with his recommendation to accept or reject the submissions of the insider, before the Audit Committee in the immediate next meeting. The Audit Committee shall decide whether such non-implementation (full/partial) was bona fide or not.
(iii) The decision of the Audit Committee shall be notified by the Compliance Officer on the same day to the stock exchanges on which the securities are listed.
(iv) In case the Audit Committee does not accept the submissions made by the insider, then the compliance officer shall take action as per the Code of Conduct.

9. Reporting Requirements for transactions in securities

A. <u>Initial Disclosures of holdings</u>

(i) *

**clause (i) Omitted by Securities and Exchange Board of India (Prohibition of Insider Trading) (Amendment) Regulations, 2021, vide Circular No. SEBI/LAD-NRO/GN/2021/17 w.e.f. April 26, 2021*

(ii) Every person on appointment as a key managerial personnel or a director of the Company or upon becoming a promoter & member of promoter group shall disclose in the prescribed form **(Form A attached hereto)#** his holding of securities of the Company as on the date of appointment or becoming a promoter, to the Company within seven (7) days of such appointment or becoming a promoter.

*#Erstwhile title of the **Form 'B'** of the SEBI Circular SEBI/HO/ISD/CIR/P/2021/19 dated February 09, 2021 has been changed to **Form 'A'** vide the SEBI Master Circular HO/43/15/12(3)2025-ISD-POD2/I/11734/2026 dated March 23, 2023, updated as on May 15, 2026.*

B. Continual Disclosures of trades

Every promoter or member of promoter group, employee, designated person, director of the Company shall disclose to the Company in the prescribed form (Form B attached hereto)[#] the number of such securities acquired or disposed of within two (2) trading days of such transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of INR 10,00,000/- (Rupees Ten lakhs) or such other value as may be specified;

[#] *Erstwhile title of the **Form 'C'** of the Circular SEBI/HO/ISD/CIR/P/2021/19 dated February 09, 2021 has been changed to **Form 'B'** vide the SEBI Master Circular HO/43/15/12(3)2025-ISD-POD2/I/11734/2026 dated March 23, 2023, updated as on May 15, 2026.*

The Company shall within a period of two (2) working days from the date of receipt of such disclosures, inform the Stock Exchanges particulars of such trading, if applicable and required under law.

C. Internal Disclosures

The Designated Persons will be required to make the following disclosures to the Compliance Officer:

i) Initial disclosure

The Designated Persons (other than Directors, KMP & Promoter) and his/her Immediate Relatives, together with a disclosure of the names of the Immediate Relatives in the prescribed Form (Forms G attached hereto), shall be made within thirty (30) days of these Regulations taking effect or joining the Company, as applicable.

The Directors, KMP & Promoters and their Immediate Relatives, together with a disclosure of the names of the Immediate Relatives in the prescribe (Form G attached hereto) to be made within two (2) working days from the day of joining the Company.

In the event a new Dependent relationship comes into being or any existing Dependent ceasing to be a Dependent, the concerned Designated Person(s) shall forthwith give a Notice in writing of such development to the Compliance Officer.

ii) Continual Disclosure

Half yearly disclosures as of 30th September, each year in the prescribed form (**Form G attached hereto**) to be made before 31st of October of each year.

Annual Disclosures as on 31st March, each year (**Form G attached hereto**) to be made by 30th April of each year.

Designated Person(s) shall be required to disclose names and Permanent Account Number or any other identifier authorized by law of the following persons to the company on an annual basis and as and when the information changes, a specimen is provided in PIT KYC attached to this Code:

a) Immediate relatives
b) Persons with whom such designated person(s) shares a material financial relationship
c) Phone, mobile and /or any other contact details of the instruments which are used by them.

In addition, the names of educational institutions from which designated persons have graduated and names of their past employers shall also be disclosed on a one-time basis.

The Compliance officer has the right to amend the PIT KYC specimen, as may be required for any changes in law, from time to time or such other reason as he may deem fit for better compliance by Designated Persons.

10. Confirmation

All Employees/Designated Persons hereby acknowledge to have read and fully understood their obligation under the Insider Trading Regulations and the Code and have undertaken to unconditionally abide by the same. They can contact the Compliance Officer for any clarification/ assistance.

The responsibility of complying with the provisions of the Insider Trading Regulations and the Code shall be entirely on the Employees and Designated Persons of the Company including any violation by any Immediate Relatives.

11. Penalty for contravention of the Code

Any Employee, Designated Person contravening the Code will be liable to penalty and appropriate disciplinary action including remuneration freeze, suspension, dismissal etc. as may be decided by the Chairman of the Board in consultation with the Compliance Officer.

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

12. Information to SEBI in case of violation of SEBI (Prohibition of Insider Trading), Regulations, 2015.

In case it is observed by the Company / Compliance Officer that there has been a violation of SEBI (Prohibition of Insider Trading), Regulations, 2015, as amended from time to time, SEBI will be informed by the Company promptly.

13. Amendments/ Policy Review

This policy is framed based on the provisions of PIT Regulation. In case of any conflict between the policy and any of the SEBI Regulations / Companies Act, 2013 or any other statutory enactments and rules thereof or any subsequent changes in the provisions/ regulations and which makes any of the provisions in the policy inconsistent with the Act or regulations, the provisions of SEBI Regulation/ Companies Act, 2013 or statutory enactments and rules thereof shall prevail over this Policy and the provisions in the policy would be modified in due course to make it consistent with law.

The Board reserves the right to review and amend the policy from time to time, as and when required. However, the Managing Director is authorized to make minor modifications to this Code which may be required to bring the Code in line with any regulatory / statutory changes, which to remove ambiguities, enhance clarity on the provisions of the Code etc.

Any amendment or modification in any applicable laws including but not limited to the SEBI (Prohibition of Insider Trading) Regulations, 2015 relating to Insider Trading shall automatically be applicable to the Company, with or without the amendments to this Code.

14. Dissemination of policy

This policy shall be hosted on the website of the Company and a web link shall be provided in the Annual Report of the Company.

This Code is subject to review from time to time.

THIS POLICY IS ONLY INTERNAL CODE OF CONDUCT AND ONE OF THE MEASURES TO AVOID INSIDER TRADING. IT WILL BE THE RESPONSIBILITY OF EACH EMPLOYEE TO ENSURE COMPLIANCE OF SEBI GUIDELINES AND OTHER RELATED STATUTES IN TOTAL.

Policy Adopted on: May 25, 2017
1st Revision : Effective from April 01, 2019
2nd Revision : Effective from July 19, 2021
3rd Revision : Effective from November 06, 2023
4th Revision : Effective from August 08, 2024 *(applicable from September 23, 2024)*
5th Revision : Effective from December 06, 2024 *(approved on February 07, 2025)*
6th Revision : Effective from June 10, 2025 *(approved on May 21, 2025)*
7th Revision : Effective from June 26, 2026 *(approved on June 26, 2026)*
8th Revision : Effective from November 05, 2026 *(approved on November 05, 2026)*

FORM A[#]

SEBI (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (1) (b) read with Regulation 6(2) – Disclosure on becoming a Key Managerial Personnel/Director/Promoter/Member of the promoter group]

[Regulation 7 (1) (b) read with Regulation 6(2) - Disclosure on becoming a Director/KMP/Promoter/Member of the Promoter Group]

Name of the company:

ISIN of the company:

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

Name, PAN No., CIN/DIN & Address with contact nos.	Category of Person (Promoters/ Member of Promoter Group/ KMP / Directors/ immediate relatives to/others etc.)	Date of appointment of Director /KMP OR Date of becoming Promoter/ Member of Promoter Group	Securities held at the time of appointment of KMP/Director or upon becoming Promoter or member of the promoter group		% of Shareholding
			Type of security (For e.g. – Shares, Warrants, Convertible Debentures, Rights entitlements,	No.	

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

*[#] Erstwhile title of the **Form 'B'** of the SEBI Circular SEBI/HO/ISD/CIR/P/2021/19 dated February 09, 2021 has been changed to **Form 'A'** vide the SEBI Master Circular HO/43/15/12(3)2025-ISD-POD2/I/11734/2026 dated March 23, 2023.*

Details of Open Interest (OI) in derivatives on the securities of the company held on appointment of KMP or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2).

Open Interest of the Future contracts held at the time of appointment of KMP/Director or upon becoming Promoter/member of the promoter group			Open Interest of the Option Contracts held at the time of appointment of KMP/Director or upon becoming Promoter/member of the promoter group		
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:

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, Member of the Promoter Group, Designated Person or Director of a listed company and immediate relatives of such persons and other such persons as mentioned in Regulation 6(2).

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

*[#] Erstwhile title of the **Form 'C'** of the Circular SEBI/HO/ISD/CIR/P/2021/19 dated February 09, 2021 has been changed to **Form 'B'** vide the SEBI Master Circular HO/43/15/12(3)2025-ISD-POD2/I/11734/2026 dated March 23, 2023.*

***Note: (i)** "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.*
***(ii)** Value of transaction excludes taxes/brokerage/any other charges*

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

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

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

Name & Signature:
Designation:
Date:
Place:

Form C (Indicative format) [#]

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

Regulation 7(3) – Transactions by Other connected persons as identified by the company

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

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

Note:

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

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

[#] *Erstwhile title of the **Form 'D'** of the Circular SEBI/HO/ISD/CIR/P/2021/19 dated February 09, 2021 has been changed to **Form 'C'** vide the SEBI Master Circular HO/43/15/12(3)2025-ISD-POD2/I/11734/2026 dated March 23, 2023.*

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

Trading in derivatives (Specify type of contract, Futures or Options etc.)						Exchange on which the trade was executed
		Buy		Sell		
Type of Contract	Contract specifications	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:

VA TECH WABAG LIMITED

FORM–E

AGREEMENT FOR CONFIDENTIALITY AND NON-DEALING IN
SECURITIES OF BY HOLDING UNPUBLISHED PRICE SENSITIVE INFORMATION OF

Date: _____

To

Name of the Consultant/Advisors/Auditors/Merchant Bankers/Share Transfer Agents etc.

Address

Dear Sir,

We have agreed to appoint you as our advisor/consultant / auditor / merchant banker/share transfer agent in respect of our business and in this connection would provide you from time to time various information related to VA Tech Wabag Limited and/or its group and associate company/ies (hereinafter collectively referred to as "VA TECH WABAG LIMITED") which is not available to the general public or is proprietary in nature (such oral or written information and all copies of, extracts from, analysis and other materials based on, containing or otherwise reflecting such information shall herein be referred to as the "Information"). As a condition to you being furnished with any Information and as consideration for such, you (the "Recipient") agree as follows:

(1) (a) Non-disclosure: Recipient recognizes and acknowledges the competitive value of the Information and the damage that could result from the disclosure thereof to third parties. Accordingly, Recipient agrees to keep the Information strictly confidential and Recipient will not, without the prior written consent of VA Tech Wabag Limited, disclose the Information to any third party in any manner whatsoever, in whole or in part, except that Recipient may disclose the Information to those of Recipient's directors, officers, employees, agents or other representatives (collectively, "Representatives") who (i) need to know the Information for the purpose for which the Recipient has been appointed (ii) have been informed of the confidential nature of the Information and (iii) have agreed in writing to keep the Information confidential and be bound by the terms of this Agreement as if they were parties hereto. Recipient agrees to be responsible for and to indemnify VA Tech Wabag Limited and its representatives against any breach by any of Recipient's Representatives of the matters referred to herein.

(b) Restrictions on Use: The Information will not, without the prior written consent of VA Tech Wabag Limited, be used by Recipient or its Representatives, directly or indirectly, for any purpose other than the purpose for which the Recipient has been appointed and such use shall absolutely cease at the request of VA Tech Wabag Limited. In addition, Recipient hereby acknowledges that Recipient is aware (and, if applicable, that Recipient's Representatives have been advised) that Securities and Exchange Board of India (Prohibition of Insider Trading).

Regulations, 2015 prohibit any person, who has material non-public information about a company, from purchasing or selling securities of such company or from communicating such information to a third party under circumstances in which it is reasonably foreseeable that such third party is likely to purchase or sell such securities.

(c) Return of Information: Upon the request of VA Tech Wabag Limited, Recipient shall, and shall cause its Representatives to, promptly return all Information to VA Tech Wabag Limited, without retaining any copies, summaries or extracts thereof. In the event of such request, all documents, analysis, compilations, studies or other materials prepared by Recipient or its Representatives that contain or reflect Information shall be destroyed and no copy thereof shall be retained (such destruction to be confirmed in writing by a duly authorized officer of Recipient). Notwithstanding the return or destruction of the Information, Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder. With respect to those portions of the Information that consist of analysis, compilations, studies or other materials prepared by Recipient or its Representatives, VA Tech Wabag Limited may, in its sole discretion, permit the retention of such Information for evidentiary purposes. Notwithstanding such retention, Recipient and its Representatives shall continue to be bound by their obligations of Confidentiality and other obligations hereunder.

For purpose of this Agreement, the term "Information" shall not include such portions of the Information that (i) are or become generally available to the public other than as a result of disclosure by Recipient or its Representatives, (ii) become available to Recipient on a non-confidential basis from a source not subject to a confidentiality obligation to VA Tech Wabag Limited, whether by contractual, legal or fiduciary obligation or otherwise or (iii) were, as evidenced by written records or other documentation satisfactory to VA Tech Wabag Limited, in Recipient's possession on a non-confidential basis prior to VA Tech Wabag Limited's disclosure to Recipient.

(2) Without VA Tech Wabag Limited's prior written consent, Recipient shall not and Recipient shall cause each of its Representatives not to, directly or indirectly, alone or in concert with others deal in Securities of VA Tech Wabag Limited or encourage any third party to deal in Securities of VA Tech Wabag Limited. The term "Securities of VA Tech Wabag Limited" shall mean and include the equity shares of VA Tech Wabag Limited and such other securities issued by VA Tech Wabag Limited and listed on any recognised Stock Exchange. The term "deal" used herein shall mean to subscribe, buy, sell or agreeing to subscribe, buy, sell or deal, directly or indirectly, in Securities of VA Tech Wabag Limited by any person either as principal or agent.

(3) In the event that Recipient or its Representatives are requested or become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, investigative demand or similar process) to disclose any of the Information, Recipient and its Representatives will promptly provide VA Tech Wabag Limited with written notice so that VA Tech Wabag Limited may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or waiver, Recipient or its Representatives are, in the opinion of VA Tech Wabag Limited's counsel, legally compelled to disclose such Information to any tribunal or else, in the

opinion of VA Tech Wabag Limited's counsel, stand liable for contempt or suffer other censure or penalty, Recipient or its Representatives will furnish only that portion of the Information which is legally required to be furnished and each will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such Information.

(4) The Recipient hereby agrees that money damages could be only a part remedy for any breach or threaded breach of this Agreement by the Recipient or its Representatives. In addition to the money damages, VA Tech Wabag Limited shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief in the event of any such breach or threatened breach, in addition to all remedies available to VA Tech Wabag Limited at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Recipient has breached this Agreement, then the Recipient shall be liable and pay to the non-breaching Party the legal fees and expenses incurred by VA Tech Wabag Limited in connection with such litigation, including any appeals therefrom.

(5) The Recipient further agrees to indemnify, defend, and hold harmless VA Tech Wabag Limited and its affiliates and all directors, officers, employees, agents, advisors or other representatives thereof (each an "Indemnified Person") from and against any losses, claims, damages or liabilities arising out of a breach or alleged breach of this Agreement and to reimburse each Indemnified Person for all costs and expenses (including counsel fees) incurred in connection therewith. Such indemnity agreement shall be in addition to any other liabilities that may be available to any Indemnified Person.

If you agree to the terms and conditions of this Agreement, please indicate your acceptance by signing and returning to the undersigned the duplicate copy of this Agreement.

Yours faithfully,

For **VA TECH WABAG LIMITED**

By:

Name:
Employee No:
Designation:

Agreed to as of the dated first written above:
for _____ (name of the consultant/advisor/auditor/Merchant banker/share transfer agent)

By: _____

Name:

Designation:

PAN No.

FORM PCT

(Application and Undertaking for Pre-clearance of trade by Designated Person (s) & their immediate relatives and other Connected Persons under Code for Prevention of Insider Trading – Applicable to dealing exceeding 5,000 in number of WABAG securities or Rs. 25 Lakhs in a calendar month.)

Date: _____

From,
Shri / Smt _____
Address: _____
Relative of: _____
Designation: _____
Emp No: _____(*applicable to employees only)

To,
The Compliance officer,
VA TECH WABAG LIMITED,
Chennai.

Dear Sir,

Sub: PRE-CLEARANCE OF TRADES

*I/my immediate relative Shri/Smt. _having PAN___intend deal in equity shares of the company for which purpose I / my immediate relative on behalf of my request for pre-clearance of the trade.

The particulars of the intended are as follows:

S.No	Details of the proposed trade	Information provided by declarant
1	Number of shares proposed to be traded	
2	Demat account details	*DP / CL ID
3	Nature of trade	*Buy/ Sell
4	The Depository for this trade	*NSDL / CDSL
5	The trade is proposed to be carried out by	*Myself/ My Immediate Relatives
6	My / My Immediate Relatives current holding	

My undertaking for the purpose of pre-clearance is furnished herein below. This is to request you to pre-clear the proposed trade.
I/ My immediate relatives are aware that I/ We have to execute the order in respect of securities of the company within seven (7) days after the approval of pre-clearance is given
If the order is not executed within one week after the approval is given, I/We would have to pre-clear the transaction again.
Thanking you,

_____
Signature
(*Delete whatever is not applicable)

Contd..

UNDERTAKING

***** I on my own behalf / On behalf of my dependent family member/immediate relative (we) do hereby solemnly state as under:

a) That I/We do not have any access nor have we received "Price Sensitive Information" up to the time of signing this undertaking.

b) That in case I/We get access to or receives "Price Sensitive Information" after the signing of this undertaking but before the execution of the transaction I/We shall inform the Compliance officer of the change in my /our position and that I/We would completely refrain from dealing in the securities of the company till the time such information becomes public.

c) That I have not entered into an opposite transaction i.e., purchased / sold any number of shares during the preceding six months prior to the proposed transaction.

d) That I/We have not contravened the code of conduct for prevention of insider trading as notified by the Company from time to time.

e) That I/We have made a full and true disclosure in the matter.

Given under my hand this _____day of _____ 20___

_____

(SIGNATURE)

***(Delete whatever is not applicable)**

FORM G

VA TECH WABAG LIMITED

Internal (Initial Continual) Disclosure of Designated Person (s) and their immediate relatives under VA TECH WABAG LIMITED Code of Conduct for prevention of Insider Trading

Disclosure	Tick applicable
Initial Disclosure: Within 30 days of Regulations taking effect i.e. on or before June 13, 2015 to the Company (Designated Person other than Directors/ Key Managerial Personnel's/ Promoters) or joining the Company	
Initial Disclosure: Within 2 working days of joining the company (Directors/ Key Managerial Personnel's / Promoters)	
Continual Disclosure: Half Yearly Disclosure as of 30th September (to be filed before 31st October)	
Continual Disclosure: Yearly disclosure as on 31st March (to be filed before 30th April)	

From :
Shri/Smt. :
Address :

Relative of:

PAN No:
***Designation:**
***Employee No:**

*(applicable to employees only)

The Compliance Officer

Date:

VA TECH WABAG LIMITED
Chennai

Dear Sir,

SUB: STATEMENT OF MY/ MY IMMEDIATE RELATIVES SHARE HOLDING IN THE COMPANY

In terms of the requirement of the VA Tech Wabag Limited Code of Conduct for prevention of Insider Trading, for disclosure of the following details of my holding is furnished herewith:

Period of disclosure	**Number of shares held by me as on (date)____**	**Number of shares bought during the half year ended 30th Sept. 20___/ 31st March, 20____ (Put NA if not applicable)**	**Number of shares sold during the half year ended 30th Sept. 20___/ 31st March, 20____ (Put NA if not applicable)**	**Number of shares held as on 31st March/ 30th Sept. 20_____ (Put NA if not applicable**	**Folio No./ Client ID/ DP ID**
*30 days/ 2 days/Half yearly/ Yearly					

I/We declare that I/We have not entered into an opposite transaction i.e., purchased / sold any number of shares during the preceding six months prior to any transaction in the Shares of the Company.

Thanking You,

(SIGNATURE)
*(Delete whichever is not applicable)

NOTES:

This disclosure is required to be given:

1. For Half Yearly Returns: As of 30th September each year. The disclosure should be made before 31st October each year.
2. For Annual Returns: As of 31st March each year. The disclosure should be made before 30th April each year.

VA TECH WABAG LIMITED

FORM-TP

Date :_____

From:
Name: _____
Designation: _____
Emp. Code: _____
DP ID / Client ID: _____

To:
The Compliance Officer
VA TECH WABAG LIMITED
WABAG HOUSE, No. 17, 200 Feet Thoraipakkam - Pallavaram Main Road,
Sunnambu Kolathur, 600 117 Chennai, Tamil Nadu, India

Dear Sir,

Sub.: **Trading plan** in accordance with the Regulation 5 of the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended and read with VA TECH WABAG LIMITED Code of Conduct for Prevention of Insider Trading (Code)

Please find below my / my immediate relative's Trading Plan under the said Code, intending to trade in the equity shares of the Company. I hereby request your kind approval and public disclosure:

Specific dates of trade (or) Period of trade *(not exceeding 5 consecutive trading days)*		Nature of the trade *(Buy / Sell)*	Value of trade to be effected (or) No. of securities to be traded	Price Limit[#] (INR) *(Buy/Sell)*	Mode of trade (on/off market)
From	To				
_____, ____	_____, _____		_____ Shares (or) INR_____		

[#] Note:

1. <u>for Buy trade</u>: an upper price limit shall be specified (i.e., between the closing price on the day before submission of the trading plan and up to 20% higher than such closing price); and

2. <u>for a sell trade</u>: the lower price limit shall be specified (i.e., between the closing price on the day before submission of the trading plan and up to 20% lower than such closing price).

3. The price limit to be mentioned here, shall be <u>optional</u> and it shall be rounded off to the nearest numeral. Insider may make adjustment, with the approval of the Compliance Officer, in the number of securities and price limit in the event of corporate actions related to bonus issue and stock split occurring after the approval of the trading plan and the same shall be notified to the Stock Exchanges.

I hereby undertake and confirm that:

a. I/my immediate relative(s) may be perpetually in possession of Unpublished Price Sensitive Information of the Company and fully aware of and understood the obligation under the Code of Conduct and SEBI PIT Regulations and will comply with such obligations at all times.

b. This Trading Plan, once approved, shall be irrevocable and I/ my immediate relatives will mandatorily implement the trades contemplated in the Trading Plan and will not deviate from the Trading Plan or execute any trade in the securities of the Company outside the scope of the Trading Plan except to the extent permitted under the SEBI PIT Regulations.
c. I/my immediate relative(s) will not trade in the securities of the Company during the cool-off period of 120 calendar days from the date of public disclosure of the approved Trading Plan, in accordance with the SEBI PIT Regulations.
d. I/my immediate relative(s) will execute the trade(s) as per this Trading Plan only if the execution price is within the price limit, if any, set out in the Trading Plan for the trade and I/my immediate relative(s) will not execute the trade if the price of the equity shares is outside the price limit set out in the Trading Plan.
e. I/my immediate relative(s) shall not implement this Trading Plan, if any Unpublished Price Sensitive Information ('UPSI') in my/ our possession at the time of formulation of the Trading Plan has not become generally available at the time of commencement of implementation of the Trading Plan.
f. I/my immediate relative(s) hereby undertake that I am not in violation of the Code of Conduct and SEBI PIT Regulations while formulating this Trading Plan.
g. I/my immediate relative(s) will not trade in the securities for market abuse.
h. I/my immediate relative(s) undertakes to furnish such information /declaration/ undertaking as may be required by the Compliance Officer with regard to this Trading Plan, from time to time.

Kindly acknowledge the receipt and accord your approval.

Thanking you,

Yours faithfully,

Name: _____
Designation: _____
Emp. Code: _____

****

Approval / Rejection by the Compliance Officer: _____
Reasons, if any: _____
Date: _____

VA TECH WABAG LIMITED

FORM- PIT KYC

PART-I (DESIGNATED PERSONS)

DETAILS OF EMPLOYEES/CONSULTANT/CONTRACT/CONNECTED PERSONS

Name	:	Mr./Smt
Employees/Consultant/Contract No	:	
Designation in the Company	:	
Class/Expertise Level	:	
Address	:	
Permanent Account Number (PAN)	:	
Mobile Number	:	
Previous Employment	:	
Institution/College/University from where Graduated	:	

PART- II (IMMEDIATE RELATIVE - SPOUSE)

DETAILS OF SPOUSE

Name	:	Mr/Smt
Permanent Account Number (PAN)		

PART- III (IMMEDIATE RELATIVE - DEPENDANTS)

DETAILS OF DEPENDENTS

Name of Father	:	Mr.
Permanent Account Number (PAN)	:	
Name of Mother	:	Smt.
Permanent Account Number (PAN)	:	

Name of Child :

Permanent Account Number (PAN) :

Name of Child :

Permanent Account Number (PAN) :

Declaration:

I on my own behalf /spouse/ immediate relative (we) do hereby solemnly state as under:

a) That I/We do not have any access nor have we received "Unpublished Price Sensitive Information" up to the time of signing this undertaking.

b) That I/We have made a full and true disclosure of the information of myself/spouse/ immediate relatives.

Thanking you

Signature