CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING

(Revised on August 5, 2026)

Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015

1. INTRODUCTION AND APPLICABILITY

On January 15, 2015, the Securities Exchange Board of India ("**SEBI**") notified the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time ("**Regulations**") which replace the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 with effect from May 15, 2015.

The Regulations for the time being force inter alia prohibits (i) communication of Unpublished Price Sensitive Information, (ii) procurement of price sensitive information and (iii) trading in securities when in possession of Unpublished Price Sensitive Information.

The object of this Code is to formulate:

(i) a Code of Practices and Procedures for Fair Disclosure of UPSI in accordance with Regulation 8 read with Schedule A;
(ii) a Code of Conduct in accordance with Regulation 9 read with Schedule B;
(iii) a Policy for Determination of Legitimate Purpose under Regulation 3(2A); and
(iv) policies and procedures relating to institutional controls and inquiry in case of leak or suspected leak of UPSI under Regulation 9A.

The provisions of this Code shall, to the extent applicable, also apply to any person who has access to or is reasonably expected to have access to Unpublished Price Sensitive Information ("UPSI") relating to the Company, including consultants, advisors, auditors, legal counsels, intermediaries, fiduciaries and other connected persons. The Compliance Officer may require such persons to comply with the applicable provisions of this Code and such confidentiality, disclosure and other obligations as may be necessary to prevent the misuse or unauthorized use of UPSI.

Accordingly, the Code adopted by the Board of Directors is enclosed herewith.

2. DEFINITIONS

a) "Act" means the Securities and Exchange Board of India Act, 1992.

b) "Board" means the Board of Directors of the Company.

c) "Code" or "Code of Conduct" shall mean this Code of Conduct for Prevention of Insider Trading, as amended from time to time and formulated in terms of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.

d) "Company" shall mean Thrive Future Habitats Limited (Formerly Ador Multiproducts Limited).

e) "Compliance Officer" means Company Secretary or such other senior officer, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under these regulations designated so and reporting to the Board of Directors and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of Unpublished Price Sensitive Information, monitoring of trades and the implementation of the Code under the overall supervision of the Board of Directors of the Company.

f) "Director" means a member of the Board of Directors of the Company.

g) "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.

h) "Immediate Relative" means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in Securities.

i) "Insider" means any person who is,

i. a connected Person; or
ii. in possession of or having access to Unpublished Price Sensitive Information;

j) **"Legitimate Purposes"** shall include sharing of Unpublished Price Sensitive Information in the ordinary course of business by an insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the SEBI Insider Trading Regulations or of any other Regulations that may be in force for the time being.

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

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

m) **"Trading"** means and includes subscribing, buying, redeeming, switching, selling, pledging, dealing, or agreeing to subscribe, redeem, switch, buy, sell, pledge, deal in any Securities, and "trade" shall be construed accordingly.

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

o) **"Unpublished Price Sensitive Information (UPSI)"** means any information, relating to the Company or its Securities listed or proposed to be listed, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the Securities and shall, ordinarily including but not restricted to, information relating to the following:

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

statutory, enforcement authority or judicial body against the company or its directors, key managerial personnel, promoter or subsidiary, in relation to the company;

xiv. outcome of any litigation(s) or dispute(s) which may have an impact on the company;

xv. giving of guarantees or indemnity or becoming a surety, by whatever name called, for any third party, by the company not in the normal course of business;

xvi. granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.

xvii. Any event or information identified as Unpublished Price Sensitive Information ("UPSI") by the Securities and Exchange Board of India ("SEBI") from time to time under the SEBI (Prohibition of Insider Trading) Regulations, 2015, and in case of any inconsistency, the provisions of the PIT Regulations and related SEBI guidance, circulars, or clarifications shall prevail.

Words and expressions used but not defined in this Code shall have the same meaning assigned to them in the SEBI Insider Trading Regulations, the Companies Act, 2013 (the "Act"), the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 or the Companies Act and the rules and regulations made thereunder, as the case may be or in any amendment thereto.

3. COMPLIANCE OFFICER

The Compliance Officer shall be responsible for setting forth policies, procedures, monitoring adherence to the rules for the preservation of Unpublished Price Sensitive Information, pre- clearing of trades of Designated Person(s), monitoring of 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 Person(s) and any changes made in the list of Designated Person(s).

The Compliance Officer shall assist Designated Person(s) and/or all Employees in addressing any clarifications regarding the Regulations and the Code.

The Compliance Officer shall report on the compliance and implementation of the Regulations and the Code to the Board and in particular, shall provide reports to the Chairman of the Audit Committee or to the Chairman of the Board as and when directed by the Board or Audit Committee, atleast once in a year.

4. PRESERVATION OF UNPUBLISHED PRICE SENSITIVE INFORMATION

Designated Person(s) and Insiders shall maintain the confidentiality of all Unpublished Price Sensitive Information. Designated Person(s) and Insiders shall not communicate, provide or allow access to any Unpublished Price Sensitive Information except where such communication is in furtherance of Legitimate Purposes, performance of duties or discharge of legal obligations.

Unpublished Price Sensitive Information is to be handled 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 and shall be communicated, allowed access to or provided in a secure location.

The Company shall ensure that all files including soft copies containing Unpublished Price Sensitive Information are kept secure, such that such information can only be accessed by persons who "need to know" such information or for Legitimate Purpose. All Designated Person(s) and Insiders that get access to Unpublished Price Sensitive Information shall also ensure that all the files including soft copies containing Unpublished Price Sensitive Information are kept secure.

The Company shall establish appropriate information barriers and Chinese Wall procedures to prevent the unauthorized communication of UPSI between persons having access to such information and other persons within the Company.

Any person who is provided access to UPSI for the performance of duties, discharge of legal obligations or for a Legitimate Purpose shall be brought "inside" on a need-to-know basis and shall be informed of the duties, responsibilities, confidentiality obligations and restrictions applicable under the PIT Regulations and this Code. Such person shall be required to maintain the confidentiality of UPSI and comply with the applicable provisions of the PIT Regulations and this Code.

5. TRADING WHEN IN POSSESSION OF UNPUBLISHED PRICE SENSITIVE INFORMATION

Designated Person(s) and Insiders shall trade in Securities subject to compliance with the Regulations and this Code.

No insider shall trade in securities when in possession of Unpublished Price Sensitive Information and where a person has traded in securities has been in possession of Unpublished Price Sensitive Information, his trades would be presumed to have been motivated by the knowledge and awareness of such Unpublished Price Sensitive Information in his possession. The Insider may, however, rebut such presumption by demonstrating the circumstances and defenses recognized under the SEBI (Prohibition of Insider Trading) Regulations, 2015.

Trades may be permitted in certain cases as under, subject to compliance with the Regulations:-

- **a)** off-market inter-se transfer between insiders in possession of the same Unpublished Price Sensitive Information and both parties had made a conscious and informed trade decision.
- **b)** transaction carried out through the block deal window mechanism between persons who were in possession of the Unpublished Price Sensitive Information and both parties had made a conscious and informed trade decision;
- **c)** transaction carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction;
- **d)** transaction undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations.

6. TRADING WINDOW

6.1. The Company, through the Compliance Officer, shall specify a trading period, to be called the "Trading Window", for trading in the Securities of the Company. The Trading Window may be closed by the Compliance Officer, whenever a Designated Person or class of Designated Persons can reasonably be expected to be in possession of Unpublished Price Sensitive Information ("UPSI").

6.2. For the purposes of Clause 6.1, UPSI shall have the meaning assigned to it under this Code and the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.

The Trading Window may also be closed in respect of any other event, information or circumstance that is considered by the Compliance Officer to constitute UPSI or otherwise warrant closure of the Trading Window.

Provided that, in respect of UPSI not emanating from within the Company, the Trading Window may not be required to be closed.

6.3. Without prejudice to Clauses 6.1 and 6.2, the Trading Window shall remain closed from the end of every quarter until 48 hours after the declaration of the financial results for such quarter by the Board.

6.4. The timing for re-opening of the Trading Window shall be determined by the Compliance Officer, taking into account various factors including the UPSI in question becoming Generally Available Information and being capable of assimilation by the market, and in any event, the Trading Window shall not be reopened earlier than forty-eight (48) hours after such information becomes Generally Available Information.

6.5. Designated Persons and their Immediate Relatives shall trade in the Securities of the Company only when the Trading Window is open and shall not trade when the Trading Window is closed, except as permitted under this Code and applicable laws.

6.6. The Managing Director, Chief Executive Officer or such other analogous person, as may be authorized by the Board of Directors from time to time, shall put in place adequate and effective systems of internal controls to ensure compliance with the PIT Regulations and this Code, and may delegate such powers as may be necessary for effective monitoring and implementation thereof.

7. PRE-CLEARANCE OF TRADES

If Designated Person(s) and/or their Immediate Relatives intends to trade in Company's Securities when the Trading Window is open and if the value of the proposed trades in a calendar quarter (singly or cumulatively, and along with any trades already executed during the calendar quarter) is above Rs. 10,00,000/- (Rupees Ten Lakhs only), Designated Person(s) should obtain pre-clearance for the transaction.

The pre-clearance procedure shall be as under: -

a) An application shall be made in the form prescribed in **Annexure A,** to the Compliance Officer indicating the details as required under the Form together with Undertaking in the format prescribed in **Annexure B.**
b) The pre-clearance approval by the Compliance Officer, if any shall in the form prescribed in **Annexure C**.

All Designated Person(s) and their Immediate Relatives shall execute their trade in respect of Company's Securities within 7 (seven) trading days after the approval of pre-clearance is given.

If the trade is not executed/partly executed within 7 (seven) trading days after the approval is given, the Designated Person must get the transaction pre-cleared again in accordance with the Code for the trade to be executed.

All Designated Person(s) shall not execute contra trade during the next 6 (six) months following prior trade.

The Compliance Officer may grant relaxation from strict application of contra trade restriction, for reasons to be recorded in writing provided that such relaxation does not violate the Regulations.

Without prejudice to the foregoing, the contra trade restrictions shall not ordinarily apply to trades

pursuant to the exercise of stock options under any employee stock option scheme of the Company or such other transactions as may be exempted or permitted under the PIT Regulations, SEBI circulars, FAQs or other applicable laws from time to time.
In case any contra trade is executed, inadvertently or otherwise, in violation of contra trade restriction, the profits from such trade shall be liable to be disgorged for remittance to the Securities and Exchange Board of India (SEBI) for credit to the Investor Protection and Education Fund administered by SEBI under the Act.

8. TRADING PLAN

An Insider may formulate a trading plan in **Annexure D** for dealing in Securities of the Company and present it to the Compliance Officer for approval and public disclosure pursuant to which trades may be carried out on his/her behalf in accordance with such plan.

Such Trading Plan shall:

a) not commence earlier than 120 calendar days from public disclosure;
b) not overlap with an existing Trading Plan;
c) specify the details of the proposed trades, including value/quantity, nature, timing and price limits, in accordance with the PIT Regulations; and
d) not entail trading for market abuse.

The Compliance Officer shall review, approve or reject the Trading Plan in accordance with the PIT Regulations and notify the approved plan to the Stock Exchanges.

Once approved, the Trading Plan shall be irrevocable and shall be implemented in accordance with the PIT Regulations.

In case of non-implementation of the Trading Plan, whether in whole or in part, the Insider, Compliance Officer and Audit Committee shall follow the procedure prescribed under the PIT Regulations.

Pre-clearance requirements and Trading Window restrictions shall not apply to trades carried out pursuant to an approved Trading Plan.

9. REPORTING REQUIREMENTS FOR TRANSACTIONS IN COMPANY'S SECURITIES

9.1 Initial Disclosure

Every person on appointment as a Key Managerial Personnel or a Director of the Company or upon becoming a Promoter or member of Promoter Group shall disclose his/her holding of Securities of the Company as on the date of appointment or becoming a Promoter/Promoter Group, to the Compliance Officer within 7 (seven) days of such appointment or becoming a Promoter in the form set out in **Annexure E**.

9.2 Continual Disclosure

Every Promoter, member of the Promoter Group, Designated person(s) and Director of the Company shall disclose to the Compliance Officer the number of Securities acquired or disposed of within two trading days of such transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees or such other value as may be specified.

The disclosure shall be made in the form specified in **Annexure F.**

9.3 Disclosure of off-market trades by Insiders

Details of off-market inter-se transfer, as specified under Regulation 4 of the Regulations, between Insiders who were in possession of the same Unpublished Price Sensitive Information and who had made a conscious and informed trade decision, shall be reported to the Compliance Officer within 2 (two) working days of such transaction.

9.4 Disclosure by the Company to the Stock Exchange(s)

Within 2 (two) trading days of the receipt of intimation under Clause 9.3, the Compliance Officer shall disclose to all Stock Exchanges on which the Company's Securities are listed, the information received.

As regards clause 9.2 disclosure to the stock exchanges, the manual filing of disclosures as required under Regulation 7(2) (a) & (b) of PIT Regulations is not mandatory.

The Compliance officer shall maintain records of all the disclosures received under Clause 9.1 and 9.2 for a minimum period of five years.

9.5 Other Disclosure

All Designated Person(s) of the Company are required to forward details of their holding in securities/ transactions the statement or of Immediate Relatives, to the Compliance Officer in the Form(s) set out in:

a. **Annexure D** for submission of trading plan.
b. **Annexure G** on an annual basis and as and when the information changes, till the time they are associated with the Company.

10. STRUCTURED DIGITAL DATABASE

The Company shall maintain a Structured Digital Database containing the nature of Unpublished Price Sensitive Information ("UPSI"), the names of the persons who have shared such information and the names of the persons with whom such information has been shared, along with their Permanent Account Number (PAN) or such other identifier authorized by law where PAN is not available.

The Structured Digital Database shall not be outsourced and shall be maintained internally with adequate internal controls and checks, including time stamping and audit trails, to ensure non-tampering of the database.

Provided that entry of information not emanating from within the Company in the Structured Digital Database may be made not later than two (2) calendar days from the receipt of such information.

The Company shall ensure that the Structured Digital Database is preserved for a period of not less than eight (8) years after completion of the relevant transactions and, where any investigation or enforcement proceeding is initiated by SEBI, the relevant information shall be preserved until completion of such proceeding.

11. CODE OF FAIR DISCLOSURE

The Company shall adhere to the below Code of practices and procedures for fair disclosure of Unpublished Price Sensitive Information:

a) Prompt public disclosure of Unpublished Price Sensitive Information that would impact price discovery no sooner than credible and concrete information comes into being in order to make such information generally available.
b) Uniform and universal dissemination of Unpublished Price Sensitive Information to avoid selective disclosure.
c) The Compliance Officer shall also act as the Chief Investor Relations Officer for the purpose of dissemination of information and disclosure of Unpublished Price Sensitive Information.
d) Prompt dissemination of Unpublished Price Sensitive Information that gets disclosed selectively, inadvertently or otherwise to make such information generally available.
e) Appropriate and fair response to queries on news reports and requests for verification of market rumors by regulatory authorities.
f) Ensuring that information shared with analysts and research personnel is not Unpublished Price Sensitive Information.
g) Developing best practices to make transcripts or records of proceedings of meetings with analysts and other investor relations conferences on the official website to ensure official confirmation and documentation of disclosures made.
h) Handling of all Unpublished Price Sensitive Information on a “need-to-know” basis.

12. POLICY ON DETERMINATION OF LEGITIMATE PURPOSE

Insiders may be required to share Unpublished Price Sensitive Information of the Company in the ordinary course of business for Legitimate Purpose. “Legitimate Purpose” means and includes sharing of Unpublished Price Sensitive Information 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 Code or the Regulations.

Any person in receipt of Unpublished Price Sensitive Information pursuant to a “Legitimate Purpose” shall be considered an “Insider” for purposes of the Regulations and this Code and due notice shall be given to such persons to maintain confidentiality of such Unpublished Price Sensitive Information. However, non-receipt of such notice while in receipt of any Unpublished Price Sensitive Information shared for Legitimate Purpose would not absolve any person from complying with this Code and any person dealing with Unpublished Price Sensitive Information shall be under an obligation to preserve the same under the relevant regulation(s).

While sharing UPSI for a Legitimate Purpose, the Insider shall ensure compliance with the Company's Structured Digital Database requirements and provide such information and records as may be required by the Compliance Officer for maintaining the Structured Digital Database under the PIT Regulations.

13. LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION

This Clause constitutes the Company's policy and procedure for inquiry in case of leak or suspected leak of Unpublished Price Sensitive Information (“UPSI”).

Upon becoming aware of any actual or suspected leak of UPSI, the Company shall initiate appropriate inquiries in accordance with the applicable provisions of the PIT Regulations and this Code and may engage external agencies, advisors or professionals, wherever considered necessary for the purpose of such inquiry.

Any employee, Designated Person, Insider or other person who becomes aware of an actual or suspected leak of UPSI shall promptly report the same to the Compliance Officer or through such reporting mechanism as may be prescribed by the Company from time to time.

The Company shall promptly inform SEBI of such leaks, inquiries and the results of such inquiries, in accordance with the PIT Regulations.

Any person found responsible for an actual or suspected leak of UPSI shall be subject to appropriate disciplinary action, without prejudice to any action that may be initiated by SEBI or any other regulatory authority under applicable law.

14. PENALTY FOR CONTRAVENTION OF THE CODE AND REGULATIONS

Any Designated Person who becomes aware of any actual or suspected violation of the PIT Regulations or this Code, whether by himself/herself or by any other person, shall promptly report the same to the Compliance Officer.

Any Designated Person or Insider who trades in Securities or communicates any information for trading in Securities, in contravention of the code may be penalised and appropriate action may be taken by the Company.

Any Designated Person of the Company who violates the code of conduct shall also be subject to disciplinary action by the Company, which may include wage freeze, suspension, recovery, etc., ineligibility for future participation in employee stock option plans, etc. Any amount collected under this clause shall be remitted to the SEBI for credit to the Investor Protection and Education Fund administered by the SEBI under the Act.

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

In case it is observed by the Compliance Officer that there has been a violation of the PIT Regulations or this Code by any Designated Person, Insider or their Immediate Relative(s), the Compliance Officer shall, on behalf of the Company, promptly inform the Stock Exchange(s) where the Securities of the Company are listed, in such form and manner as may be prescribed under the PIT Regulations and applicable SEBI requirements from time to time.

15. REPORTING UNDER VIGIL MECHANISM / WHISTLE BLOWER POLICY

Any actual or suspected violation of the PIT Regulations, this Code or any leak or suspected leak of Unpublished Price Sensitive Information (“UPSI”) may be reported through the Company's Vigil Mechanism / Whistle Blower Policy.

Employees reporting such concerns shall be provided protection in accordance with the Company's Vigil Mechanism / Whistle Blower Policy and the applicable provisions of the PIT Regulations.

16. AMENDMENTS

The Board of Directors may amend this Code, as and when deemed fit. Any or all provisions of this Code would be subject to revision / amendment in accordance with the Rules, Regulations, Notifications etc. on the subject as may be issued by relevant statutory authorities, from time to time.

In case of any amendment(s), clarification(s), circular(s) etc. issued by the relevant authorities, not being consistent with the provisions laid down under this Policy, then such amendment(s), clarification(s), circular(s) etc. shall prevail notwithstanding the provisions hereunder from the effective date as laid down under such amendment(s), clarification(s), circular(s) etc.

Any amendment, modification, clarification, circular, notification or re-enactment of the SEBI (Prohibition of Insider Trading) Regulations, 2015, the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, the Companies Act, 2013 and the rules, regulations and guidelines issued thereunder, shall automatically apply to this Code, and the relevant provisions of this Code shall be deemed to have been modified to the extent of such amendment, modification, clarification, circular, notification or re-enactment.

17. EFFECTIVE DATE

This policy shall be effective from date of adopting the said policy by the Board.

18. DISSEMINATION OF THE POLICY

The policy will be hosted on the Company's website.

ANNEXURE - A

FORM FOR SEEKING PRE-CLEARANCE

Date: __________

To,
The Compliance Officer,
Y-12 to Y-19, Third Floor, Eldeco Centre
Malviya Nagar, DMRC Metro Station
New Delhi - 110017, India

Dear Sir/Madam,

Pursuant to the SEBI (prohibition of Insider Trading) Regulations, 2015 and the Company's Code I seek your approval for trading in the Securities of the Company as per the details provided below. I understand that the term 'Trade' or 'Trading' hereunder includes subscribing, buying, selling, dealing or agreeing to subscribe, buy, sell, deal in securities – even transactions such as creation of security interest or pledge are covered.

The said Securities will be trading in the name of ____________________ whose Depository Participant details and/or existing folio nos. are as under:

Seller's/Buyer's Name	Type of Securities	Date Range of Proposed transaction (not exceeding seven trading days)	Depository Participant (DP) Beneficiary A/c (Client Id)	Nature of transaction for which Approval is sought	No. of Securities	Amount*

*Incase the amount is not available, you may state "proposed trade is likely to exceed INR 10 lakhs"

I hereby declare that I am seeking this pre-clearance on the basis that I do not have any Unpublished Price Sensitive Information as defined under the Regulations.

Thanking you,
Yours faithfully,
(________________)

ANNEXURE – B

UNDERTAKING TO BE GIVEN BY THE DIRECTORS / DESIGNATED PERSON(S) OF THE COMPANY

Date: ________

To,
The Compliance Officer,
Y-12 to Y-19, Third Floor, Eldeco Centre
Malviya Nagar, DMRC Metro Station
New Delhi - 110017, India

Dear Sir/Madam,

I, _______, __________ of the Company residing at ____________, am desirous of dealing in ____ shares of the Company as mentioned in my application dated ______ for pre-clearance of the transaction. I hereby undertake the following that –

a. I do not possess any Unpublished Price Sensitive Information (as defined in the Code).

b. In case I come into possession of "Unpublished Price Sensitive Information" after signing the Undertaking but before the execution of the transaction I shall inform the Compliance Officer of the change in my position and that I would completely refrain from dealing in the Securities of the Company till the time such information becomes public.

c. If approval is granted, I shall execute the deal within the granted period stated in pre-clearance approval failing which I shall seek pre- clearance for the trades to be executed.

d. I have made a full and true disclosure in the matter.

e. I affirm that I have read and understood the Code fully.

Yours faithfully,
(________________)

ANNEXURE - C

FORMAT OF APPROVAL LETTER BY THE COMPANY

Date: ___________

Dear Sirs,

We refer to your application dated _____ for seeking our permission to trade in _____ Securities of the Company and your full and true disclosure as required under Annexure B.

The Company hereby gives its consent to trade not more than ____________shares.

Your kind attention is drawn to the following provisions which you need to, inter-alia, strictly observe in terms of the above Regulations while dealing in the Securities.

a) The Transaction would have to be executed within 7 (seven) trading days (from ___to ___) and if the same is not executed, fully or partially, within 7 (seven) trading days after the approval is given, you would have to pre-clear the transaction once again for the trades to be executed.
b) Pursuant to Regulations and Code, post this trade, you should not enter into contra transaction in Securities of the Company from/in the open market for a period of next 6 (six) months. In the case of issues, the holding period would commence when the Securities are actually allotted.
c) Also, kindly ensure that you are not in possession of any unpublished price sensitive information at the time of sharing this pre-clearance and / or at the time of carrying out the transaction(s).

It may please be noted that any violation in compliance with the aforesaid Regulation and Code would attract penal provisions by the Company, which would include Wage Freeze, Suspension, recovery or ineligibility to participate in future Employee Stock Options Scheme/s (ESOS). This would not preclude SEBI taking its own action.

Thanking you,
Yours faithfully,
For Thrive Future Habitats Limited

Compliance Officer

ANNEXURE – D

To,
The Compliance Officer,
Thrive Future Habitats Limited,
Y-12 to Y-19, Third Floor, Eldeco Centre
Malviya Nagar, DMRC Metro Station
New Delhi - 110017, India

Dear Sir/Madam,

Sub: Trading Plan under Regulation 5 of the SEBI (Prohibition of Insider Trading) Regulations, 2015

In terms of provisions of Regulation 5 of the SEBI (Prohibition of Insider Trading) Regulations, 2015, I, ________________, hereby give my trading plan / trading plan my immediate relatives to buy/ sell / gift / pledge the equity shares of the Company as per details furnished hereunder:

Name of the Insider	
Designation	
Name of the Immediate Relative	
Relation with Immediate Relative	

Details of Trade(s) to be executed (by the Insider and/or his immediate relatives):

Period of Proposed Trade		No. of equity shares*	Value shares of	Nature of proposed transaction	Price Limit, if any*	Mode of Proposed transaction
From	To	(In one or more tranches)		(Sale/purchase/transfer/Gift etc.)		(On market / off-market etc.)

* Not compulsory

I hereby undertake and confirm that:

a) I/my immediate relative(s) will not trade in the securities of the Company during the cool-off period of 120 calendar days as prescribed under Regulation 5(2)(i) of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.
b) This Trading Plan, once approved, shall be irrevocable and I will mandatorily implement the Trades contemplated in this Trading Plan and will not deviate from this Trading Plan or execute any trade in the securities of the Company outside the scope of this Trading Plan except as provided in the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.
c) I will execute the Trade(s) as per the Trading Plan only if the execution price is within the limit set out in the table above for the trades and I will not

execute the trading plan if the prevailing share price is outside the limit so set up above.

d) I shall not implement the Trading Plan, if any unpublished price sensitive information in my / our possession at the time of formulation of this plan, has not become generally available at the time of the commencement of implementation of the Trading Plan.

e) I am fully aware of, and understand, my obligations under the Code and the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and will comply with such obligations at all times.

Name:
Designation:
Date:
Place:

- The above Trading Plan is approved/rejected
- In case of rejection the reasons of rejection are as follows:

For Thrive Future Habitats Limited

____
Compliance Officer
Dated:

ANNEXURE - E

FORM A

Securities and Exchange Board of India (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]

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 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 relative to/others etc.)	Date of appointment of Director /KMP OR Date of becoming Promoter or member of Promoter Group	Securities held at the time of becoming Promoter/member of Promoter Group/appointment of Director/KMP		% of Shareholding
			Type of security (For e.g. – Shares, Warrants, Convertible Debentures 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 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 by and other such persons as mentioned in Regulation 6(2)

Open Interest of the Future contracts held as on the date of regulation coming into force			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
6	7	8	9	10	11

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

Name & Signature : Designation :
Date : Place :

ANNEXURE – F

FORM B

Securities and Exchange Board of India (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 Promoter Group, Designated Person or Director of a listed Company and other such persons as mentioned in Regulation 6(2)

Name, PAN, CIN/DIN, & address with contact nos.	Category of Person (Promoter/Promoter Group KMP /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/ sale of shares specify		Date of intimation to Company	Mode of acquisition/ disposal (on market purchase/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 entitlement etc.,)	No. and % of Share -holding	Type of security (For e.g.- Shares, Warrants, Convertible Debentures , Rights entitlement , etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge/ Revoke/ Invoke / Others – Please specify)	Type of Security (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

Details of trading in derivatives of the Company by Promoter, member of Promoter Group, Designated Person or Director of a listed Company 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	Buy	Sell	

	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 :

ANNEXURE – G

Annual Disclosure by Designated Person(s) and upon change in the details previously submitted

To,
The Compliance Officer,
Thrive Future Habitats Limited,
Y-12 to Y-19, Third Floor, Eldeco Centre
Malviya Nagar, DMRC Metro Station
New Delhi - 110017, India

Dear Sir/Madam,

My personal details are as under:

Name of Designated Person:	
Names of educational institution(s) from which designated persons have studied – starting from Graduation **(required to be provided if not provided earlier in this form)**	
Names of their past employers since beginning **(required to be provided if not provided earlier in this form)**	
Particulars for F.Y.E.:	March 31, ____

Pursuant to the provisions of SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time, and the Company's Code of Conduct for Prevention of Insider Trading, I hereby declare:

1. That I have the following immediate relative(s) and persons with whom I share a material financial relationship:

S. No.	Name of the immediate relative(s)[1]/Person with whom designated person(s) shares a material financial relationship[2]	Relationship	PAN/Any other Identifier	Phone Number

2. That I / my immediate relative(s):
   - hold _____ equity shares as per the details given below:

Name of the Shareholder	Name of the Joint holder(s)	Folio No. (physical	Holding (No. of Shares)	DP ID/CLIENT ID (electronic form)

[1] *"immediate relative" means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in securities;*
[2] *The term "material financial relationship" shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from a Designated Person during the immediately preceding twelve months, equivalent to at least 25% of the annual income of such Designated Person but shall exclude relationships in which the payment is based on arm's length transactions.*

		form)		
Total				

3. Details of transactions during the year are as under:

Date	**Nature of Transaction (Acquisition/Disposal)**	**Mode of acquisition/disposal of securities**	**No. of securities transacted**

4. I shall inform the changes in the above details from time-to-time.

5. The above details are true, correct, and complete in all respects.

Name & Signature: Designation:
Date: Place: