

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

## **I. INTRODUCTION**

Insider trading means trading in securities of a Company by insiders having access to unpublished price sensitive information. Such trading is civil as well as a criminal wrong in violation of the fiduciary or contractual obligations of the insider. It is against the principles of efficient market of the securities of the company and erodes confidence of the investors in the company.

The Securities and Exchange Board of India (“SEBI”) in its endeavor to protect the interests of investors in general, has formulated the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (Regulations) under the powers conferred on it under the SEBI Act, 1992. These regulations came into force with effect from 15<sup>th</sup> May, 2015 i.e. from the date of its publication in the official Gazette and the same is applicable to all listed companies. This code also incorporates the amendments so as to align it with the amendment regulations i.e. the Securities and Exchange Board of India (Prohibition of Insider Trading) (Amendment) Regulations, 2018 and the Securities and Exchange Board of India (Prohibition of Insider Trading) (Amendment) Regulations, 2019 (“the Amendment Regulations”).

The Company has in light of the above requirements framed a Code of Conduct for prevention of Insider Trading, fair disclosure and policy of determining the legitimate purposes. The Board of the Directors of the Company have in their meeting held on 29/03/2019 reviewed, modified and adopted this policy to align the same with the applicable laws, rules and regulations.

This policy is made in alignment with Company’s Vision and Values to achieve the Mission & Objectives and aims at enhancing ethical and transparent process in managing the affairs of the Company.

## **II. OBJECTIVE AND APPLICABILITY**

This Code is designed to lay down guidance for Designated employees on the policy, preclearance/disclosure procedures to be followed at the time of trading in the Securities of the Company. The Company believes in adhering to the highest standards of transparency and fairness in dealing with all stakeholders and aims to standardize a strong governance so as to ensure that no Insider uses his /her position, with or without the knowledge of the Company, for personal benefit, or to provide benefits to the other third party. Further, under the SEBI Regulations, even sharing of information which is not misused, is considered a violation unless required. Thus information needs to be shared only on a need to know basis.

This code is applicable to—

- a) All the Directors and immediate relatives
- b) Promoters and Promoter Group
- c) Designated employees and their immediate relatives
- d) Employees and other connected persons

### III. DEFINITIONS

In this code, unless repugnant to the meaning or context thereof, the following expressions, whenever used in this policy, shall have the meaning assigned to them below:

- i) **“Code or Code of Conduct”** means the code formulated for regulating, monitoring and reporting of the trading by insiders of the Company and as amended from time to time.
- ii) **“Company”** shall mean Generic Engineering Construction and Projects Limited;
- iii) **“Compliance Officer”** means any senior officer, designated so and reporting to the Board of Directors or head of the organization in case board is not there, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under these regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision of the Board of Directors of the Company or head of an organization, as the case may be.

For the purpose of this regulation, “financially literate” shall mean a person who has the ability to read and understand the basic financial statements i.e balance sheet, profit and loss account, and statement of cash flows.

- iv) **“Connected Person”** means—
  - any person who is or has during the six months prior to the concerned act been associated with a company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the company or holds any position including a professional or business relationship between himself and the company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.
  - Without prejudice to the generality of the foregoing, the persons falling within the following categories shall be deemed to be connected persons unless the contrary is established—
    - a) An immediate relative of connected persons specified above; or
    - b) A holding or associate company or subsidiary Company; or
    - c) An intermediary as specified in section 12 of the Act or employee or the Director thereof; or
    - d) An investment company, trustee company, asset management company or an employee or Director thereof; or
    - e) An official of Stock Exchange or of clearing house or corporation; or
    - f) A member of Board of trustees of Mutual Fund or member of Board of Directors of Asset Management Company or employee thereof; or
    - g) A member of the Board of Directors or an employee of any 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, HUF, Company or association of persons wherein a Director or his immediate relative or banker of the company, has more than ten per cent of the holding or interest;
- v) **“Designated Employees”** means—
- Directors and their Immediate Relatives
  - Key managerial personnel and their Immediate Relatives
  - All functional heads
  - Every employee in the grade of Senior Manager and above
  - Such other person as may be determined by the Board and Compliance officer from time-to-time.
- vi) **“Directors”** shall mean Directors on Board of Generic Engineering Construction and Projects Limited;
- vii) **“Generally available Information”** means information that is accessible to the public on a non-discriminatory basis
- viii) **“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.
- ix) **“Insider”** means any person who is—
- A. A connected person;
  - B. Designated employee;
  - C. In possession of or having access to such unpublished price sensitive information.
- x) **“Promoter”** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- xi) **“Promoter group”** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- xii) **“Proposed to be listed”** shall include securities of an Unlisted Company:
- a) If such unlisted Company has filed offer documents or other documents, as the case may be, with the Board, Stock exchange (s) or registrar of companies in connection with the listing; or

- b) If such unlisted company is getting listed pursuant to any merger or amalgamation and has filed a copy of such scheme of merger or amalgamation under the Companies Act, 2013
- xiii) **“Trading”** means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, and sell. Deal in securities, and “trade” shall be construed accordingly.
- xiv) **“Trading Day”** means a day on which the recognized stock exchanges are open for trading.
- xv) **“Unpublished price sensitive information (UPSI)”** means any information, relating to a company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily including but not restricted to, information relating to the following—
- financial results;
  - dividends;
  - change in capital structure;
  - mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions;
  - changes in key managerial personnel.

#### **IV. PRESERVATION OF “PRICE SENSITIVE INFORMATION”**

All information shall be handled within the Company on a need-to-know basis and no unpublished price sensitive information shall be communicated to any person except in furtherance of the insider's legitimate purposes, performance of duties or discharge of his legal and other official duties and obligations.

- a) Notwithstanding anything contained herein the unpublished price sensitive information may be communicated, provided, allowed access to or procured, in connection with a transaction that would: -
- i) entail an obligation to make an open offer under the takeover regulations where the Board of Directors of the Company is of informed opinion that the sharing of such information is in the best interests of the Company;
- ii) not attract the obligation to make an open offer under the takeover regulations but where the Board of Directors of the Company is of informed opinion that the proposed transaction is in the best interest of the Company and the information that constitutes UPSI is disseminated to be made generally available at least two trading days prior to the proposed transaction being effected in such form as the Board of Directors may determine.

Provided that, the Designated employee shall communicate, provide, or allow access to any UPSI with another Designated employee on need to know basis only. In case the Designated employee is required to communicate, provide, or allow access to any UPSI, such Designated employee shall do so only upon execution of a Non-Disclosure Agreement to bind the recipient of the information to maintain confidentiality of the information and to communicate, provide, or allow access to any UPSI only in compliance with the provisions of the SEBI Regulations.

**V. NEED TO KNOW:**

- a) "Need to Know" basis means that Unpublished Price Sensitive Information should be disclosed only to those within the Company who need the information to discharge their duty and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of the information.
- b) All non-public price sensitive information directly received by any employee should immediately be reported to the head of the department.

**VI. DETERMINATION OF LEGITIMATE PURPOSES:**

"Legitimate purpose" shall include sharing of UPSI in the ordinary course of business, on a need-to-know basis, by an Insider with:

- Designated persons;
- Partners;
- Collaborators;
- Lenders;
- Customers;
- Suppliers;
- Merchant bankers;
- Legal advisors;
- Auditors;
- Insolvency professionals;
- Other advisors or consultants;
- Credit rating agencies;
- Bankers;
- Such other person as may be decided by the Compliance Officer from time to time;

provided that such sharing has not been carried out to evade or circumvent the prohibition of the Insider Trading Regulations.

### Conditions for sharing of UPSI

Any person in receipt of UPSI pursuant to a "Legitimate Purpose" shall be considered an "insider" for purposes of this Code and due notice shall be given to such persons which would inter alia include the following: -

- The information shared is in the nature of UPSI;
- To maintain confidentiality of such UPSI and not to disclose such UPSI except in compliance with Insider Trading Regulations.
- Not to trade in securities of the Company while in possession of UPSI.
- The recipient shall obtain the Company's prior written consent in case the information provided to such recipient is to be used by such recipient for a purpose other than the Legitimate Purpose for which the Company had provided the UPSI and such other purpose is also a Legitimate Purpose.

### **VII. MAINTENANCE OF DIGITAL DATABASE**

The Company shall maintain a structured digital database of the persons with whom UPSI is shared, as required under the Insider Trading Regulations. The database shall inter alia contain the names of the persons or entities with whom the information is shared under the Insider Trading Regulations along with the Permanent Account Number ("PAN") or any other identifier authorized by law where PAN is not available.

### **VIII. TRADING PLANS**

An insider shall be entitled to formulate a Trading Plan and present it to the Board/Compliance Officer for approval and public disclosure pursuant to which trades may be carried out on his behalf in accordance with such plan.

The Trading Plan shall not entail commencement of trading by the insider earlier than six months from the public disclosure of the Plan, not entail trading for the period between the twentieth trading day prior to the last day of any financial period for which results are required to be announced by the issuer of the securities and the second trading day after the disclosure of such financial results, entail trading for a period of not less than twelve months, not entail overlap of any period for which another trading plan is already in existence and set out either the value of trades to be effected or the number of securities to be traded along with the nature of the trade and the intervals at, or dates on which such trades shall be effected.

The trading Plan once approved shall be irrevocable and the insider shall mandatorily implement the plan without being entitled to either deviate from it or to execute any trade outside the scope of the Trading Plan.

However, the implementation of the trading plan shall not be commenced, if at the time of formulation of the plan, the Insider is in possession of any unpublished price sensitive information and the said information has not become generally available at the time of the commencement of implementation. The commencement of the Plan shall be deferred until such unpublished price sensitive information becomes generally available information. Further, the Insider shall also not be allowed to deal in securities of the Company, if the date of trading in securities of the Company, as per the approved Trading Plan, coincides with the date of closure of Trading Window announced by the Compliance Officer.

Upon approval of the trading plan, the Compliance Officer shall notify the plan to the stock exchanges on which the securities are listed for public disclosure.

#### **IX. TRADING WINDOW**

Other than the period(s) for which the Trading Window is closed, the same shall remain open for Trading in the Securities of the Company. Unless otherwise specified the Trading Window for Trading in Securities of the Company shall be closed for the Designated employee when determined by the Board that a Designated employee or class of Designated employee are reasonably expected to have UPSI, including for the purposes as specified above in the definition of (Unpublished price sensitive information).

The trading window shall be, inter-alia closed at the time of:

- Declaration of Financial results;
- Declaration of dividends (interim and final)
- Change in capital structure
- Mergers, de-mergers, acquisitions, delisting's, disposals and expansion of business
- Changes in key managerial personnel –
- Such other time as the Compliance Officer determines that a designated person or class of designated person is reasonably expected to have possession of unpublished price sensitive information.

The trading window shall be opened 48 hours after Unpublished price sensitive information is brought under the public review. The trading restriction period can also be made applicable from the end of every quarter till 48 hours after the declaration of financial results.

#### **X. PRE-CLEARANCE OF TRADES**

All Designated employee who intend to trade in securities of the Company should pre-clear the transaction as per the pre-dealing procedure as described hereunder. For any dealing in any Securities of the Company proposed to be undertaken by such Designated Person/his /her Dependent such pre-clearance approval would be necessary, only if the market value of the securities of the Company involved in the aggregate in all dealings in a calendar month exceeds in a monetary term, the amount of Rs.10,00,000/- (Rupees Ten Lakh).

No Designated employees shall be entitled to apply for pre-clearance of any proposed trade if such person is in possession of unpublished price sensitive information even if the trading window is not closed and hence he shall not be allowed to trade.

Pre-dealing Procedure:

- I. An application may be made in the prescribed Form (Annexure I) indicating the estimated number of securities that the Designated Employee intends to deal in along with the other details
- II. An undertaking (Annexure II) shall be executed in favor of the Company by such Designated Employee
- III. Such application for pre-trading approval with enclosures may be sent through electronic Mail or other mode to the Company Secretary or to the Chief Financial Officer.
- IV. The Company Secretary or to the Chief Financial Officer shall in consultation with the Board, grant approval within 2 working days.
- V. In exceptional circumstances consent may not be given if it is in the opinion that the proposed deal is on the basis of possession of any unpublished Price sensitive information. There shall be no obligation to give reasons for any withholding of consent.
- VI. Every Approval letter shall be issued in such format (Annexure III) or such other format as deemed fit from time to time. Every approval shall be dated and shall be valid for a period of 7 (Seven) Trading Days from the date of approval.
- VII. The Designated employee shall file within 2 (two) days of the execution of the deal, the details of such deal, in case the transaction is undertaken/not undertaken, shall be reported to that effect and filed. (Annexure IV).

**VIII. DISCLOSURE REQUIREMENTS**

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

The disclosures made under this Code of Conduct shall be maintained for a period of five (5) years by the Company.

Initial Disclosures:

Every Promoter, member of the promoter group, Key Managerial Personnel and Director of the Company, within thirty (30) days of the Regulations taking effect, shall forward to the Company the details of all holdings in securities of the Company. (Annexure V) – Form A (Insider Regulations).

Every person on appointment as a Key Managerial Personnel or a Director of the Company or upon becoming a Promoter or member of the promoter group shall disclose 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. (Annexure VI) – Form B (Insider Regulations).



### Continual Disclosures:

Every Promoter, member of the promoter group, designated person and Director of every Company shall disclose to the Company the number of such securities acquired or disposed of within two trading days of such transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten (10) lakh rupees. (Annexure VII) – Form C (Insider Regulations).

The disclosure above shall be made within two (2) working days of:

- the receipt of intimation of allotment of shares, or
- the acquisition or sale of shares or voting rights, as the case may be.

### Disclosure by Company to the Stock Exchanges:

Notify the particulars of such trading to the stock exchange on which the securities are listed within 2 (two) trading days of receipt of the disclosure or from becoming aware of such information.

### Disclosures by other connected persons

The Company, at its discretion requires any other connected person or class of connected persons to make disclosures of holdings and trading in securities of the company in such form and at such frequency as may be determined by the company in order to monitor compliance with this Code of Conduct and the Regulations. (Annexure VIII) – Form D (Insider Regulations)

## **XI. PENALTY FOR CONTRAVENTION OF CODE OF CONDUCT**

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

Every Designated employee who trades in securities or communicates any information for trading in securities, in contravention of this Code of Conduct may be penalized and appropriate action may be taken by the Company.

The Designated employee of the Company who violate this Code of Conduct shall also be subject to disciplinary action by the Company, which may include wage, salary freeze, suspension, termination etc.

The action by the Company shall not preclude SEBI from taking any action in case of violation of the SEBI (Prohibition of Insider Trading) Regulations, 2015.

Any person who violates this policy shall be liable to a penalty which shall not be less than ten lakh rupees but which may extend to twenty-five crore rupees or three times the amount of profits made out of insider trading, whichever is higher.

## **XII. CODE OF FAIR DISCLOSURE**

### Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information

Under Regulation 8(1) of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.

The principles for fair disclosure, in terms of the Code adopted by the Company are as follows:

- 1) The Company shall promptly make public disclosure of unpublished price sensitive information that would impact price discovery, as soon as it has credible and concrete information, in order to make such information generally available. Such disclosures shall be subject to internal corporate approvals and made through the authorized personnel of the Company. If any such information is accidentally disclosed without such approval, the person making such disclosure shall immediately inform the designated officer.
- 2) The Company shall make uniform and universal dissemination of unpublished price sensitive information to avoid selective disclosure.
- 3) The Company Secretary or such other person, as may be appointed by the Board shall serve as Chief Investor Relations Officer and is authorised for the purposes of this Code to deal with dissemination of information and disclosure of unpublished price sensitive information.
- 4) The Company shall make prompt dissemination of unpublished price sensitive information that gets disclosed selectively, inadvertently or otherwise if at all, to make such information generally available.
- 5) The Company shall make appropriate and fair response to queries on news reports and requests for verification of market rumor(s) by the regulatory authorities
- 6) The Company shall ensure that information shared with analysts and research personnel is not unpublished price sensitive information. The Company shall endeavour that, where any unpublished price sensitive information is to be disclosed, before discussing or disclosing any such information to analysts or at any meeting, first the information be provided to the stock exchanges and where applicable, appropriate press releases be made, before any such meetings.
- 7) The Company shall ensure that information shared with analysts and research personnel is not unpublished price sensitive information. The Company shall endeavour that, where any unpublished price sensitive information is to be disclosed, before discussing or disclosing any such information to analysts or at any meeting, first the information be provided to the stock exchanges and where applicable, appropriate press releases be made, before any such meetings.

- 8) The Company shall develop best practices to make available transcripts or records of proceedings of meetings with analysts and other investor relations conferences, on the website of the Company to ensure official confirmation and documentation of disclosures made.
- 9) The Company shall handle all unpublished price sensitive information on a need-to-know basis.
- 10) Any subsequent modification(s) and amendment(s) to Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, to that extent, shall automatically apply to this Code.

**XIII. INFORMATION TO SEBI IN CASE OF VIOLATION OF THE SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015.**

Any violation of the Code of Conduct and the Regulations shall be immediately intimated to the Compliance Officer or the Board of the Company.

In case it is observed by the Board of Directors that there has been a violation of the SEBI (Prohibition of Insider Trading) Regulations, 2015 in relation to securities of the Company, the same shall be immediately intimated to SEBI.

**XIV. REVIEW OF THE CODE**

The adequacy of the Code and its working shall be reviewed from time to time by the Board of Directors of the Company. Such amendments / modifications shall take effect from the date stated therein.

**XV. PLACEMENT OF THE CODE ON THE WEBSITE OF THE COMPANY**

This Code of Conduct as amended from time to time shall be posted on the website of the Company code.

*\* This revised code is adopted by Board in its meeting held on March 29, 2019 (effective April 01, 2019)*

## ANNEXURE I

### SPECIMEN OF APPLICATION FOR PRE-TRADING APPROVAL

Date:

To,  
The Compliance Officer,  
**M/S Generic Engineering Construction and Projects Limited**

Dear Sir/Madam,

#### **Application for Pre-trading approval in securities of the Company**

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's **Code of Conduct to regulate, monitor and report trading by the insiders**, I seek approval to trade in \_\_\_\_\_ Securities of the Company as per details given below:

1.	<b>Name of the Applicant</b>	
2.	<b>Designation</b>	
3.	<b>Folio No/ DP ID/ Client ID</b>	
4.	<b>Number of securities held as on date</b>	
5.	<b>Nature of Transaction (Purchase/Sale/Subscription)</b>	
6.	<b>Proposed date of dealing in securities</b>	
7.	<b>Estimated number of securities proposed to be traded</b>	
8.	<b>Price at which transaction is proposed</b>	
9.	<b>Current Market Price (as on date of application)</b>	
10.	<b>Whether proposed transaction will be through stock exchange or off-market deal</b>	
11.	<b>Any other relevant information</b>	

I enclose herewith the form of undertaking signed by me.

Date: [Insert]

Signature

## ANNEXURE II

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

Date:

To,  
**M/S Generic Engineering Construction and Projects Limited**

Dear Sir/Madam,

I, [name of the Person], [Designation] resident of [Address] hereby declare that I am Designated Person of M/S [Name of Company].

I am desirous of dealing in \_\_\_\_\_ [No of securities and nature] securities of the Company as mentioned in my application dated \_\_\_\_\_ for pre-clearance of the transaction.

I further declare that I am not in possession of or otherwise privy to any unpublished price sensitive information (as defined in the Company's code of conduct to regulate, monitor and report trading by insiders) up to the time of signing of this undertaking.

In the event that I have access to or received any information that could be construed as "Price Sensitive Information" as defined in the Code of Conduct, after signing of this undertaking but before executing the transaction for which approval is sought, I shall inform the Company of the same and shall completely refrain from dealing in the securities of the Company until such information becomes public.

I declare that I have not executed any opposite transaction in past six months and not contravened the provisions of the code as notified by the company from time-to-time.

I undertake to submit the necessary report within 2 (Two) trading days of execution of the transaction/a NIL report if the transaction is not undertaken.

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

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

Date: [Insert]

Signature

## ANNEXURE III

### FORMAT FOR PRE-TRADING APPROVAL/DISAPPROVAL

Date:

To,

**Name:**

**Designation:**

**Sub:** Pre-Trading Approval/Disapproval – Application dated \_\_\_\_\_

Dear Sir/Madam,

With reference to your above application seeking approval for dealing in [Insert number of shares] securities of the Company as mentioned in your application dated [Insert Date] is approved/disapproved.

This approval/disapproval is being issued to you based on various declarations, representations and warranties made by you in your said application.

This approval letter is valid till 7 trading days from date hereof. In case you do not execute the approved transaction/ Deal on or before the aforesaid date this approval shall stand withdrawn and you would have to seek fresh pre-clearance before executing any transaction/deal in the securities of the Company. Further, you are required to file the details of the executed transactions in the attached format within 2 days from the date of transaction/deal. In case the transaction is not undertaken a 'Nil' report shall be necessary.

Based on undertaking it is understood that you have not executed any opposite transaction in past six (6) months and not contravened the provisions of the code as notified by the company from time-to-time.

Please note this approval can be withdrawn, if subsequently the information provided by you in the application form or the undertaking is found incorrect

Yours faithfully,

**For Generic Engineering Construction and Projects Limited**

\_\_\_\_\_  
Authorised Signatory

Name:

Designation:

**Encl: Format for submission of details of transaction**

## ANNEXURE IV

### FORMAT FOR DISCLOSURE OF TRANSACTION

(To be submitted within 2 days of transaction/trading in securities of the company)

Date:

To,  
The Compliance Officer,  
**M/S Generic Engineering Construction and Projects Limited**

Dear Sir/Madam,

#### Details of pre-approved transaction

1

**Ref:** Approval Letter dated \_\_\_\_\_ (Name of Employee/Designation)

I hereby inform that I

- Have not bought/sold/subscribed any securities (including derivatives) of the Company (along with reasons)
- Have bought/sold/subscribed to \_\_\_\_\_ securities (including derivatives) as mentioned below on \_\_\_\_\_ (date)

Name of the holder	No of securities (including derivatives dealt with)	Bought/sold/subscribed	DP ID and Client ID/Folio No	Price (Rs)

In connection with the aforesaid transaction(s), I hereby undertake to preserve, for a period of 5 years and produce to the Compliance Officer/SEBI, any of the following documents:

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

I agree to hold the above securities (including derivatives) for a minimum period of six (6) months. In case there is any urgent need to sell these securities (including derivatives) within

the said period, I shall approach the Board/compliance officer for necessary approvals.  
(Applicable in case of purchase/subscription)

I declare that the above information is correct and that no provisions of the Company's Code of Conduct to regulate, monitor and report trading by insiders have been contravened for effecting the aforesaid transaction.

**Signature**

**Name**

**Designation**



**ANNEXURE V**

**FORM A**

**SECURITIES AND EXCHANGE BOARD OF INDIA (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015**

**[REGULATION 7(1) (a) READ WITH REGULATION 6(2) – INITIAL DISCLOSURE TO THE COMPANY]**

NAME OF THE COMPANY:

ISIN OF THE COMPANY:

DETAILS OF SECURITIES HELD BY PROMOTER, KEY MANAGERIAL PERSONNEL (KMP) OR DIRECTOR AND OTHER SUCH PERSONS AS MENTIONED IN REGULATION 6(2).										
1	2	3	4	5	6	7	8	9	10	11
NAME, PAN, CIN/DIN, ADDRESS WITH CONTACT NO	CATEGORY OF PERSON (PROMOTER/KMP/DIRECTOR/IMMEDIATE RELATIVE TO/OTHERS ETC)	SECURITIES HELD AS ON THE DATE OF REGULATION COMING INTO FORCE		% OF SHAREHOLDING	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		
		TYPE OF SECURITY (FOR EG - SHARES/WARRANTS/CONVERTIBLE DEBENTURES ETC)	NO		CONTRACT SPECIFICATIONS	NUMBER OF UNITS (CONTRACTS*LOT SIZE)	NOTIONAL VALUE IN RUPEES TERMS	CONTRACT SPECIFICATIONS	NUMBER OF UNITS (CONTRACTS*LOT SIZE)	NOTIONAL VALUE IN RUPEES TERMS

**NOTE:-**

- "SECURITIES" SHALL HAVE THE MEANING AS DEFINED UNDER REGULATION 2(1)(i) OF SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015
- IN CASE OF OPTIONS, NOTIONAL VALUE SHALL BE CALCULATED BASED ON PREMIUM PLUS STRIKE PRICE OF OPTIONS

SIGNATURE

NAME:

DESIGNATION

DATE

PLACE

**ANNEXURE VI**  
**FORM B**  
**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 DIRECTOR/KMP/PROMOTER]**

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 OF A LISTED COMPANY AND OTHER SUCH PERSONS AS MENTIONED IN REGULATION 6(2)											
1	2	3	4	5	6	7	8	9	10	11	12
NAME, PAN, CIN/DIN, ADDRESS WITH CONTACT NO	CATEGORY OF PERSON (PROMOTER/KMP/DIRECTOR/IMMEDIATE RELATIVE TO/OTHERS ETC)	DATE OF APPOINTMENT OF DIRECTOR/KMP OR DATE OF BECOMING PROMOTER	SECURITIES HELD AT TIME OF BECOMING PROMOTER/APPOINTMENT OF DIRECTOR/KMP		% OF SHAREHOLDING	OPEN INTEREST OF THE FUTURE CONTRACTS HELD AT THE TIME OF BECOMING PROMOTER/APPOINTMENT OF DIRECTOR/KMP			OPEN INTEREST OF THE OPTION CONTRACTS HELD AT THE TIME OF BECOMING PROMOTER/APPOINTMENT OF DIRECTOR/KMP		
			TYPE OF SECURITY (FOR EG - SHARES/WARRANTS/CONVERTIBLE DEBENTURES ETC)	NO		CONTRACT SPECIFICATIONS	NUMBER OF UNITS (CONTRACTS *LOT SIZE)	NOTIONAL VALUE IN RUPEES TERMS	CONTRACT SPECIFICATIONS	NUMBER OF UNITS (CONTRACTS* LOT SIZE)	NOTIONAL VALUE IN RUPEES TERMS

- NOTE:-**
- "SECURITIES" SHALL HAVE THE MEANING AS DEFINED UNDER REGULATION 2(1)(i) OF SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015
  - IN CASE OF OPTIONS, NOTIONAL VALUE SHALL BE CALCULATED BASED ON PREMIUM PLUS STRIKE PRICE OF OPTIONS

\_\_\_\_\_  
 SIGNATURE  
 NAME:  
 DESIGNATION  
 DATE  
 PLACE

**ANNEXURE VII - FORM C**

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

**[Regulation 7 (2) read with Regulation 6(2)]**

Name of the company: \_\_\_\_\_

ISIN of the company: \_\_\_\_\_

**Details of change in holding of Securities of Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).**

Name, PAN No., CIN/DIN, & address of Promoter/ Employee / Director with contact nos.	Category of Person (Promoters/ KMP / Directors/ immediate relatives/ others etc.)	Securities held prior to acquisition/disposal		Securities acquired/Disposed		% of shareholding		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition (market purchase/public rights/preferential offer / off market/ Inter-se transfer etc.)	Trading in derivatives (Specify type of contract, Futures or Options etc)				Exchange on which the trade was executed
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Pre transaction	Post transaction	From	To			Buy		Sell		
												Value	Number of units (contracts * lot size)	Value	Number of units (contracts * lot size)	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

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

Signature:

Designation:

Date:

Place:

**ANNEXURE VIII - Form D (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**

Name, PAN No., CIN/DIN & address of connected persons, as identified by the company with contact nos.	Connection with company)	Securities held prior to acquisition/disposal		Securities acquired/Disposed		% of shareholding		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition (market purchase/public/ rights/ preferential offer / off market/ Inter-se transfer etc.)	Trading in derivatives (Specify type of contract, Futures or Options etc)				Exchange on which the trade was executed
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Pre transaction	Post transaction	From	To			Buy		Sell		
												Value	Number of units (contracts * lot size)	Value	Number of units (contracts * lot size)	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

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

Name:

Signature:

Date:

Place:

\*\*\*\*\*