



# **CODE OF FAIR DISCLOSURE AND CONDUCT**

**PULZ ELECTRONICS LIMITED**

**(46 Satish Mukherjee Road Kolkata 700026**

**Tel.: 3324196738)**



Pulz Electronics Limited (the "Company") is a public company whose equity shares are listed on National Stock Exchange of India Limited (EMERGE- SME Platform) and subject to the rules and regulations issued by the Securities and Exchange Board of India (SEBI).

The Board of Directors of the Company have adopted this Code of fair disclosure and conduct (the "code") to comply with the SEBI (Prohibition of Insider Trading) Regulations, 2015 ("SEBI Regulations").

The SEBI Regulations prohibit an Insider from Trading in the securities of a company listed on any stock exchange on the basis of any unpublished price sensitive information.

## **1. Definitions**

1.1 **"Act"** means the Securities and Exchange Board of India Act ("SEBI"), 1992;

1.2 **"Board"** means the Board of Directors of the Company;

1.3 **"Code"** or **"Code of Conduct"** shall mean the Code of Fair Disclosure and Conduct for Regulating, Monitoring and Reporting of trading by insiders of Pulz Electronics Limited as amended from time to time;

1.4 **"Company"** means Pulz Electronics Limited;

1.5 **"Compliance Officer"** means Company Secretary or such other senior officer, 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compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision of the Board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;

1.6 **"Connected Person"** means:

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himself and the Company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.

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

(a) an immediate relative of connected persons specified in clause (i); or

(b) a holding company or associate company or subsidiary company; or

(c) an intermediary as specified in [Section 12](#) of the Act or an employee or director thereof;  
or



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

1.7 **“Dealing in Securities”** means an act of subscribing to, buying, selling or agreeing to subscribe to, buy, sell or deal in the securities of the Company either as principal or agent;

1.8 **Designated Employee(s)** shall include:

- (i) every employee in the grade of General Managers and above;
- (ii) every employee in the finance, accounts, secretarial and legal department as may be determined and informed by the Compliance Officer; and
- (iii) any other employee as may be determined and informed by the Compliance Officer from time to time.

1.9 **“Director”** means a member of the Board of Directors of the Company;

1.10 **“Employee”** means every employee of the Company including the Directors in the employment of the Company;

1.11 **“Generally available Information”** means information that is accessible to the public on a non-discriminatory basis;

1.12 **“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;

1.13 **“Insider”** means any person who is,

- (i) a connected person; or
- (ii) in possession of or having access to unpublished price sensitive information.

1.14 **“Key Managerial Personnel”** means person as defined in [Section 2\(51\)](#) of the Companies Act, 2013;



- 1.15 **"Promoter"** shall have the meaning assigned to it under [section 2\(z\)](#) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 or any modification thereof;
- 1.16 **"Securities"** shall have the meaning assigned to it under [section 2\(h\)](#) of the Securities Contracts (Regulation) Act, 1956 or any modification thereof except units of a mutual fund;
- 1.17 **"Takeover regulations"** means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;
- 1.18 **"Trading"** means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities, and "trade" shall be construed accordingly;
- 1.19 **"Trading Day"** means a day on which the recognized stock exchanges are open for trading;
- 1.20 **"Unpublished Price Sensitive Information"** means: any information, relating to a company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily include but is not restricted to, information relating to the following:
- (i) financial results;
  - (ii) dividends;
  - (iii) change in capital structure;
  - (iv) mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions;
  - (v) changes in key managerial personnel; and
  - (vi) material events in accordance with the listing agreement
- 1.21 **"Regulations"** shall mean the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any amendments thereto;
- 1.22 **"Specified Persons"** means the Directors, connected persons, the insiders, the Designated Employees and the promoters and immediate relatives(s) are collectively referred to as Specified Persons.

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

## **2. Role of Compliance Officer**

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



2.2 The Compliance Officer shall assist all employees in addressing any clarifications regarding the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct.

### **3. Preservation of Price Sensitive Information**

An Insider shall not –

- i. communicate, provide, or allow access to any Unpublished Price Sensitive Information, relating to the Company or its securities, to any person including other insiders, except to the extent allowed by these Rules;
- ii. procure from or cause the communication by an Insider of Unpublished Price Sensitive Information, relating to the Company or its securities;

Provided that nothing contained above shall be applicable when an Unpublished Price Sensitive Information is communicated, provided, allowed access to or procured:

- i. on a need-to-know basis; or
- ii. in furtherance of legitimate purposes, performance of duties or discharge of legal obligations pursuant to appropriate confidentiality and non-disclosure agreements being executed; or
- iii. in the event the Board of Directors direct or cause the public disclosure of Unpublished Price Sensitive Information in the best interest of the Company; or
- iv. within a group of persons if such persons have been identified and secluded within a "Chinese wall" or information barrier by the Compliance Officer from the rest of the Company for a particular purpose or for a specified period of time in furtherance of legitimate purposes, performance of duties or discharge of legal obligations, and are subjected to, among other conditions, additional confidentiality obligations, information barriers designed to prevent exchanges of Unpublished Price Sensitive Information outside the "Chinese wall", and the execution of an undertaking by such persons to abstain and / or forego Trading during such seclusion or till the Unpublished Price Sensitive Information no longer constitutes Unpublished Price Sensitive Information.

### **4. Prohibition on Insider Trading**

An Insider shall not, directly or indirectly, –

- i. Trade in securities that are listed or proposed to be listed when in possession of Unpublished Price Sensitive Information;
- ii. Trade in securities of the Company except when the Trading Window is open and the Insider is not in possession of Unpublished Price Sensitive Information.

Provided the restriction in 4 (i) above shall not apply to:

- (a) a transaction that is an off-market inter-se transfer between Promoters who were in possession of the same Unpublished Price Sensitive Information without being in breach of these Rules and both parties had made a conscious and informed trade decision; and
- (b) Trades pursuant to a Trading Plan set up in accordance with these Rules.



## **5. Trading Window**

- a) The Compliance Officer shall notify a 'trading window' during which the Designated Persons may Trade in the Company's securities after securing pre-clearance from the Compliance Officer in accordance with these Rules.
- b) Designated Persons shall not Trade in the Company's securities when the trading window is closed.
- c) The trading window shall generally be closed for all Insiders between the twentieth day prior to the last day of any financial period for which results are required to be announced by the Company and the second trading day after disclosure of such financial results.
- d) Additionally, the trading window shall be closed in particular for a Designated Person or class of Designated Persons when the Compliance Officer determines that a Designated Person or class of Designated Persons can reasonably be expected to have possession of Unpublished Price Sensitive Information, for such periods as determined by the Compliance Officer.
- e) The trading window may be re-opened after closure, not earlier than 48 hours after the Unpublished Price Sensitive Information in question becomes generally available.

## **6. Pre-clearance of Trading**

- a) Designated Persons may Trade in the securities of the Company when the trading window is open, after obtaining approval of the Compliance Officer by submitting an application as per Annexure 1 and an undertaking as per Annexure 2.
- b) The Compliance Officer shall not approve any proposed Trade by Designated Person if the Compliance Officer determines that such Designated Person is in possession of Unpublished Price Sensitive Information even though the trading window is open.
- c) The Compliance Officer may, after being satisfied that the application and undertaking are true and accurate, approve Trading by a Designated Person, on the condition that the Trade so approved shall be executed within seven trading days following the date of approval.
- d) The Designated Person shall, within two days of the execution of the Trade, submit the details of such Trade to the Compliance Officer as per Annexure 3. In case the transaction is not undertaken, a report to that effect shall be filed in the said form.
- e) If the pre-cleared Trade is not executed within seven trading days after the approval is given, the Designated Person must secure pre-clearance of the transaction again.
- f) A Designated Person who Trades in securities without complying with the preclearance procedure as envisaged in these Rules or gives false undertakings and/or makes misrepresentations in the undertakings executed by him/her while complying with the pre-clearance procedure shall be subjected to the penalties as envisaged in these Rules.
- g) Nothing in this rule shall apply to any Trade involving a value less than Rs 5 Lakhs or such other amount as may be specified by the Board of Directors from time to time (a "de minimis Trade")



provided the Designated Person is not in possession of Unpublished Price Sensitive Information while executing the de minimis Trade.

## **7. Additional Trading Restrictions on Designated Persons**

- 1) No Director or Key Managerial Personnel shall enter into derivative transactions in respect of the securities of the Company.
- 2) All Designated Persons who Trade in the securities of the company shall not enter into an opposite transaction during the next six months following the prior transaction. In case of any contra trade be executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to the SEBI for credit to the Investor Protection and Education Fund administered by SEBI.

## **8. Trading Plan**

- a) A Designated Person shall be entitled to formulate a Trading Plan that complies with the SEBI Regulations (a "Trading Plan") and present it to the Compliance Officer for approval and public disclosure pursuant to which Trades may be carried out in his behalf in accordance with such plan.
- b) The Compliance Officer shall review and approve the Trading Plan if it complies with the SEBI Regulations and shall disclose the Trading Plan to the stock exchanges.
- c) The Trading Plan once approved shall be irrevocable and the Designated Person shall mandatorily have to implement the plan, without being entitled to either deviate from it or to execute any trade in the securities outside the scope of the Trading Plan. However, the implementation of the Trading Plan shall not be commenced, if at the time of formulation of the plan, the Designated Person is in possession of 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 Trading Plan shall be deferred until such Unpublished Price Sensitive Information becomes generally available information. Further, the Designated Person shall also not be allowed to Trade 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.

## **9. Penalty for contravention of the Code of Fair Disclosure and Conduct**

- a) Every Specified Person shall be individually responsible for complying with the provisions of the Code (including to the extent the provisions hereof are applicable to his/her dependents).
- b) Any observation by the specified persons that there has been a violation of these regulations, they shall inform the Board promptly.
- c) Any Specified Person who trades in securities or communicates any information for trading in securities, in contravention of this Code may be penalised and appropriate action may be taken by the Company in accordance with the Act.
- d) The action by the Company shall not preclude SEBI from taking any action in case of violation of SEBI (Prohibition of Insider Trading) Regulations, 2015.

## **10. Disclosure Requirements**

### *1) Initial Disclosure:*

- a. Every promoter, Key Managerial Personnel and Director of the Company shall disclose his holding of securities of the Company as on the date of these regulations taking effect, to the company within thirty days of these regulations taking effect, as per Form A set out in Annexure 4;
- b. Every person on appointment as a Key Managerial Personnel or a director of the Company or upon becoming a Promoter shall disclose his / her and Immediate Relatives' holding of securities of the Company as on the date of appointment or becoming a promoter, to the Company within seven days of such appointment or becoming a promoter, as per Form B set out in Annexure 5.

### *2) Continual Disclosure:*

- a. Every Promoter, employee, director of the Company and each of their Immediate Relatives shall disclose as per Form C set out in Annexure 6 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 Rs. Ten lakhs.
- b. The disclosure shall be made within two working days of: I. the receipt of intimation of allotment of shares, or II. the acquisition or sale of shares or voting rights, as the case may be.

### *3) Disclosure to the Stock Exchange:*

The Compliance Officer shall notify the stock exchanges, particulars of the Trades, within two trading days of the receipt of the Continual Disclosure or from becoming aware of such information.

### *4) Disclosures by other Connected Persons:*

The Compliance Officer may, require any other Connected Person to disclose the holdings and trading in securities of the Company as per Form D set out in Annexure 7 at such frequency as he may determine.



## **11. Code of Fair Disclosure**

The aforesaid Code shall be implemented in order to adhere to each of the principles set out below:

1. Prompt public disclosure of unpublished price sensitive information that would impact price no sooner than credible and concrete information comes into being in order to make such information generally available.
2. Uniform and universal dissemination of unpublished price sensitive unpublished price sensitive information to avoid selective disclosure.
3. The **Chief Financial Officer** of the Company shall act as the **Chief Investor Relations Officer** who shall:
  - deal with dissemination of information and disclosure of unpublished price sensitive information.
  - Ensure prompt dissemination of unpublished price sensitive information that gets disclosed selectively, inadvertently or otherwise to make such information generally available.
  - Ensure appropriate and fair response to queries on news reports and requests for verification of market rumours by regulatory authorities.
  - Ensure that information shared with analysts and research personnel is not unpublished price sensitive information.
  - Develop 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.
  - Handling/dissemination of all unpublished price sensitive information on a need-to-know basis.



## ANNEXURE 1

### APPLICATION FOR PRE-TRADING APPROVAL

To,

The Compliance Officer,  
**Pulz Electronics Limited,**  
Mumbai

Dear Sir/ Ma'am,

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

Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Fair Disclosure and Conduct for prevention of Insider Trading, I seek approval to purchase / sale / subscription of \_\_\_\_\_ equity shares of the Company as per the details given below:

1.	Name of the applicant	
2.	Designation	
3.	Number of securities held as on date	
4.	Folio No./ DP ID/ Client ID No.	
5.	The proposal is for	(a) Purchase of securities (b) Subscription to securities (c) Sale of securities
6.	Proposed date of dealing in securities	
7.	Estimated number of securities proposed to be acquired/ subscribed/ sold	
8.	Price at which the transaction is proposed	
9.	Current market price (as on date of application)	
10.	Whether the proposed transaction will be through stock exchange or off-market deal	
11.	Folio No./ DP ID/ Client ID No. where the securities will be credited/ debited	

I enclose herewith the form of undertaking signed by me.

Yours' faithfully,

\_\_\_\_\_  
Name & Signature of the applicant

Date:

Place:



## ANNEXURE 2

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

#### UNDERTAKING

To,  
The Compliance Officer,  
**Pulz Electronics Limited,**  
Mumbai

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 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 Fair Disclosure and Conduct for prevention of insider trading [the Code]) up to the date of signing 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, after the signing of this undertaking but before executing the transaction for which the approval is sought, I shall inform the Compliance Officer 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 contravened the provisions of the Code as notified by the Company from time to time.

I undertake to submit the necessary report within two days of execution of the transaction/ a 'NIL' report if the transaction is not undertaken.

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

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

Date:

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

\*Indicate the number of shares.



## FORMAT FOR PRE-CLEARANCE ORDER

To,  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Place: \_\_\_\_\_

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

In case you do not execute the approved transaction/ deal on or before the aforesaid date you would have to seek fresh pre-clearance before executing any transaction/ deal in the securities of the Company. Further, you are required to file the details of the executed transactions in the attached format within 2 days from the date of transaction/ deal. In case the transaction is not undertaken a 'NIL' report shall be necessary.

Yours' faithfully,  
For Pulz Electronics Limited

\_\_\_\_\_  
Compliance Officer

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

Encl: Format for submission of details of transaction.



### ANNEXURE 3

#### DISCLOSURE OF TRANSACTIONS

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

To,  
The Compliance Officer,  
**Pulz Electronics Limited,**  
Mumbai

I hereby inform that I

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

Name of holder	No. of securities dealt with	Bought/ sold/ subscribed	DP ID/ Client ID/ Folio No.	Price (Rs.)

In connection with the aforesaid transaction(s), I hereby undertake to preserve, for a period of 3 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 transactions).

I agree to hold the above securities for a minimum period of six months. In case there is any urgent need to sell these securities within the said period, I shall approach the Compliance Officer for necessary approval. *(applicable in case of purchase / subscription).*

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

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

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

Name:

Designation:

**ANNEXURE 4**  
**FORM A**

**SEBI (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), Director and other such persons as mentioned in Regulation 6(2)**

Name, PAN, CIN/ DIN & address with Contact nos.	Category of person (Promoters/ KMP/ Directors/ Immediate Relative to/ others etc)	Securities held as on the date of regulation coming into force		% of shareholding
		Type of Security (For e.g.- Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5

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

**Details of Open Interest (OI) in derivatives of the Company held by Promoter, Key Managerial Personnel (KMP), Director and such other 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

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

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

**ANNEXURE 5****FORM B****SEBI (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)**

Name, PAN, CIN/ DIN & address with Contact nos.	Category of person (Promoters/ KMP/ Directors/ Immediate Relative to/ others etc)	Date of appointment of Director/ KMP or Date of becoming Promoter	Securities held at the time of becoming Promoter/ appointment of Director/ KMP		% of shareholding
			Type of 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 the regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015

**Details of Open Interest (OI) in derivatives of the Company held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter of a listed Company 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 Opinion Contracts held as on the date of regulation coming into force		
Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
7	8	9	10	11	12

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

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

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

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

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

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



## ANNEXURE 6

**FORM C**

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

[illegible]






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

**Details of trading in derivatives of the Company by Promoter, Employee 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 Specifications	Buy		Sell		
		Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot size)	
15	16	17	18	19	20	21

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

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

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

# ANNEXURE 7

## FORM D

### SEBI (Prohibition of Insider Trading) Regulations, 2015

#### [Regulation 7(3) – Transactions by other connected persons as identified by the Company]

Name, PAN, CIN/ DIN & address with Contact nos. of the Connected persons as identified by the Company	Connecti on with the Compan y	Securities held prior to acquisition/ disposal		Securities acquired/ disposed		% of shareholding		Date of allotmen t advice/ acquisiti on of shares/ sale of shares specify		Date of intimati on to Compa ny	Mode of acquisiti on/ disposal (on market/ public/ rights/ preferen tial offer/ off market/ Inter-se transfer, ESOPs, etc)	Trading in derivatives (Specify type of contract, Futures or Options etc.)				Exchan ge on which the trade was execut ed
		Type of security (For e.g. – Shares, Warrant s, Converti ble Debentu res etc.)	N o.	Type of security (For e.g. – Shares, Warrant s, Converti ble Debentu res etc.)	N o.	Pre- transacti on	Post- transacti on	Fro m	To			Buy		Sell		
												Valu e	Numbe r of units (contra cts * lot size)	Valu e	Numbe r of units (contra cts * lot size)	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

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

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

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

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

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