



CODE OF CONDUCT FOR INSIDER TRADING

MACH CONFERENCES AND EVENTS LIMITED

(Formerly Known as Mach Conferences and Events Private Limited)

Version	Adoption & Revision
1	Adopted on June 21, 2024
2	Revised on March 08, 2025



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1. INTRODUCTION

1.1 The Securities and Exchange Board of India (“SEBI”), for protection of investors and to regulate the securities market, had formulated the SEBI (**Prohibition of Insider Trading**) Regulations, 2015 (“**The Regulations**”) under the powers conferred on it under the SEBI Act, 1992.

1.2 Regulation 9 of SEBI (Prohibition of Insider Trading) Regulations, 2015, mandates every Listed Company to formulate code of conduct to regulate, monitor and report trading by its designated persons and immediate relatives of designated persons towards achieving compliance with these regulations, adopting the minimum standards set out in Schedule B to the regulations.

2. DEFINITION

- 2.1.** Unless the context otherwise requires, the following words, expression and derivations shall have the meaning assigned to them as under:
- a. “**Act**” means the Securities and Exchange Board of India Act, 1992.
 - b. “**Board**” means Security and Exchange Board of India.
 - c. “**Company**” means “Mach Conferences and Events Limited” or “MCEL”.
 - d. “**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compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision of the board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 listed company or the head of an organization, as the case may be.

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



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- e. **"Connected person"** means –
- i. any person who is or has been during the **six months** prior to the concerned act associated with Mach Conferences and Events Limited, in any capacity directly or indirectly including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of MCEL or holds any position including a professional or business relationship, whether temporary or permanent, with MCEL, that allows such a person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.
 - ii. Without prejudice to the generality of the foregoing, the persons falling within the following categories shall be deemed to be connected persons unless the contrary is established, -
 - a. 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 recognised or authorized by the Board; or
 - i. a banker of the company; or
 - j. a concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of a company or his relative or banker of the company, has more than ten



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- per cent. of the holding or interest; or
- k. a firm or its partner or its employee in which a connected person specified in sub-clause (i) of clause (d) is also a partner; or
 - l. a person sharing household or residence with a connected person specified in sub-clause (i) of clause (d)
- f. **“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.
- g. **“Designated Person(s)”**, means:
- (i) Promoters of the Company;
 - (ii) Directors of the Company and its subsidiaries;
 - (iii) KMP of the company and Executive Secretaries of Directors;
 - (iv) Secretaries / Executive Assistants/ Personal Assistants of CEO, Managing Director, Whole Time Director, Chief Financial Officer (CFO), Presidents, Vice Presidents.
 - (v) Chief Executive Officer and All Employees up to two levels below of Chief Executive Officer of the Company and its material subsidiaries, if any, irrespective of their functional role in the Company;
 - (vi) Immediate Relatives of persons specified in (i) to (v) above.
 - (vii) Any other Person designated by the Company on the basis of their function and role and the access that such role and function would provide to unpublished price sensitive information.
- h. **“Generally available information”** means information that is accessible to the public on a non-discriminatory basis.
- i. **“Immediate relative”** means a spouse of designated 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 in term of regulation of 2 (f) of the SEBI (Prohibition of Insider Trading) Regulations, 2015;



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- j. **“Insider”** means any person who is:
- (i) a connected person; or
 - (ii) in possession of or having access to unpublished price sensitive information
- k. **“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.
- l. **“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 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, delistings, disposals and expansion of business and such other transactions;
 - (v) changes in key managerial personnel
- k **“relative”** shall mean the following”
- (i) spouse of the person
 - (ii) parent of the person and parent of its spouse
 - (iii) sibling of the person and sibling of its spouse
 - (iv) child of the person and child of its spouse
 - (v) spouse of the person listed at sub-clause (iii); and
 - (vi) spouse of the person listed at sub-clause (iv)
- 2.2. 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, or the Companies Act, 2013 and any other rules and regulations as drafted by SEBI from time to time be made shall have the meanings respectively assigned to them in those legislation.
- 2.3. In this Code, words importing masculine shall include feminine and words importing singular shall include plural or vice versa.



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3. CODE OF PRACTICES AND PROCEDURES FOR FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION

3.1 Mach Conferences and Events Limited shall

- a) Ensure 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) Ensure uniform and universal dissemination of unpublished price sensitive information to avoid selective disclosure.
- c) Compliance Officer/Chief Investor Relations Officer / any other officer designated in this regard shall deal with dissemination of information and disclosure of unpublished price sensitive information.
- d) Ensure prompt dissemination of unpublished price sensitive information that gets disclosed selectively, inadvertently or otherwise to make such information generally available.
- e) Endeavor appropriate and fair response to queries on news reports and requests for verification of market rumours by regulatory authorities.
- f) Ensure that the information shared with analysts and research personnel is not unpublished price sensitive information.
- g) 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) Ensure that all unpublished price sensitive information is handled on a need-to-know basis.

4. PRESERVATION OF UNPUBLISHED PRICE SENSITIVE INFORMATION

4.1 All price sensitive information shall be handled within the Company on a “Need to Know basis” and no unpublished price sensitive information (UPSI) shall be communicated to any person except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

4.2 Any person in receipt of unpublished price sensitive information pursuant to “legitimate purpose” shall be considered an “insider” for purposes of these regulations and due notice shall be given to such persons to maintain confidentiality of such unpublished price sensitive information in compliance with these regulations.



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- 4.3** Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password, etc. Files containing confidential information should be deleted / destroyed after its use. Shredder should be used for the destruction of physical files.
- 4.4** Notwithstanding contained in 4.1, UPSI may be communicated, provided, allowed access to or procured, in connection with a transaction that would:
- a) entail an obligation to make an open offer under the takeover regulations where the board of directors of the Listed company is of informed opinion that sharing of such information is in the best interests of the company.
 - b) not attract the obligation to make an open offer under the takeover regulations but where the board of directors of the Listed company is of informed opinion that sharing of such information is in the best interests of the company and the information that constitute unpublished price sensitive information 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 to be adequate and fair to cover all relevant and material facts.

5. PROHIBITIONS ON TRADING OF SECURITIES

5.1 An Insider shall not, directly or indirectly

- i. Trade in securities of the Company that are listed or proposed to be listed when in possession of UPSI;
- ii. Trade in securities of the Company except when the Trading Window is open and the Insider is not in possession of UPSI; and
- iii. provide advise/ tips to any third party on trading in Company's securities while in possession of UPSI..

However, trading in following cases is allowed i.e., restriction mentioned above is not applicable in following cases:

- a) Transaction is an off-market inter-se transfer between insiders who were in possession of the same unpublished price sensitive information without breach of Regulation 3 of Insider Trading Regulation



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mentioned herein and both parties had made a conscious and informed trade decision.

Provided that such unpublished price sensitive information was not obtained under

4.4 of this Code and such off-market trades are required to be reported by the insiders to the company within two working days.

*Every company shall notify the particulars of such trades to the stock exchange on which the securities are listed **within two trading days** from receipt of the disclosure or from becoming aware of such information.*

- b) Transaction was carried out through the block deal window mechanism between persons who were in possession of the unpublished price sensitive information without being in breach of regulation 3 of Insider Trading Regulation and both parties had made a conscious and informed trade decision;
Provided that such **unpublished price sensitive information** was not obtained by either person under 4.4 of this Code.
- c) transaction in question was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction.
- d) the transaction in question was undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations.
- e) in the case of non-individual insiders: –
 - I. the individuals who were in possession of such unpublished price sensitive information were different from the individuals taking trading decisions and such decision-making individuals were not in possession of such unpublished price sensitive information when they took the decision to trade; and
 - II. appropriate and adequate arrangements were in place to ensure that these regulations are not violated and no unpublished price sensitive information was communicated by the individuals possessing the information to the individuals taking trading decisions and there is no evidence of such arrangements having been breached.



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- f) Trades is pursuant to Trading Plan made in accordance with Insider Regulation.

6. TRADING PLANS

6.1 An insider shall be entitled to formulate a trading plan and present it to the compliance officer for approval and public disclosure pursuant to which trades may be carried out on his behalf in accordance with such plan.

Such trading plan shall: –

- (i) not entail commencement of trading on behalf of the insider earlier than one hundred and twenty calendar days from the public disclosure of the plan. -
- (ii) not entail overlap of any period for which another trading plan is already in existence.
- (iii) set out following parameters for each trade to be executed
 - (i) either the value of trade to be effected or the number of securities to be traded;
 - (ii) nature of the trade;
 - (iii) either specific date or time period not exceeding five consecutive trading days;
 - (iv) price limit, that is an upper price limit for a buy trade and a lower price limit for a sell trade, subject to the range as specified below:
 - (a) for a buy trade the upper price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent higher than such closing price;
 - (b) for a sell trade: the lower price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent lower than such closing price;
- (i) While the parameters in sub-clauses (i), (ii) and (iii) shall be mandatorily mentioned for each trade, the parameter in sub-clause (iv) shall be optional.



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- (ii) The price limit in sub-clause (iv) shall be rounded off to the nearest numeral.
- (iii) Insider may make adjustments, with the approval of the compliance officer, in the number of securities and price limit in the event of corporate actions related to bonus issue and stock split occurring after the approval of trading plan and the same shall be notified on the stock exchanges on which securities are listed; and

(iv) not entail trading in securities for market abuse.

6.2 The compliance officer shall review the trading plan to assess whether the plan would have any potential for violation of Insider Trading Regulations and shall be entitled to seek such express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan.

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

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

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

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

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

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

7. TRADING WINDOW

7.1 The trading period during which DD's securities can be traded is called **trading window**. The trading window shall be closed during the time when the price sensitive information is un-published.

7.2 When the trading window is closed, the **Designated Persons** (including their immediate relatives) shall **not trade** in DD's securities in such period.

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

- a) Declaration of **Financial results**
- b) Declaration of **dividends** (interim and final)
- c) Change in **capital structure**
- d) Mergers, de-mergers, acquisitions, delisting, disposals and expansion of business
- e) Changes in **key managerial personnel**
- f) 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.

7.4 The Compliance Officer shall also close the trading window when he / she determines that a **designated person** or class of designated persons can reasonably be **expected** to have possession of **unpublished price sensitive information**. Such closure shall be imposed in relation to such securities to which such unpublished price sensitive information relates.

7.5 The trading window shall be **opened 48 (Forty-Eight) hours** after the UPSI becomes generally available.

The trading window shall also be applicable to any person having **contractual or fiduciary relation** with DD, such as auditors, accountancy firms, law firms, analysts, insolvency professional entities, consultants, banks etc., assisting or advising DD.

7.6 The Compliance Officer after taking into account various factors including the UPSI in question becoming generally available and being capable of assimilation by the market, shall decide the timing for **re-opening of the trading window**, however in any event it shall not be earlier than **48 (Forty-Eight) hours** after the information becomes generally available.



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7.7 However, subject to the SEBI Act, Rules, and Regulations, in case of **ESOP**, exercise of options shall be allowed during the period when the trading window is closed. However, sale of shares allotted on exercise of ESOP's shall not be allowed when the trading window is closed.

7.8 Creation of pledge is allowed when trading window is closed. However, the pledger or pledgee may demonstrate that the creation of pledge was bonafide and prove their innocence under proviso to sub-regulation (1) of regulation 4 of the Insider Regulation.

8. PRE-CLEARANCE OF TRADES

8.1 All Designated Persons who intend to trade in the **securities of MCEL** (either in their own name or in any immediate relative's name) i.e., buy or sell securities and if value of the securities likely to be traded, whether in one transaction or a series of transactions in calendar quarter, aggregates to a traded value in excess of **Rs. 10,00,000 (Rupees Ten Lakh Only)**, shall make an application for pre-clearance in the format set out in **Annexure 1 and an undertaking as per Annexure 2** to the Compliance Officer indicating the estimated number of units of securities that the designated person or immediate relative(s) intends to trade, the details as to the depository with which he / she has a security account, the details as to the securities in such depository mode and such other details as specified in the form and also declare that the applicant is not in possession of unpublished price sensitive information.

Provided that the pre-clearance is not applicable for subscription to the stock grants upon its vesting. However, for any subsequent sale of shares acquired under **ESOP scheme**, pre-clearance shall be applicable as per limits prescribed as above. No designated person shall apply for pre-clearance of any proposed trade, if such designated person is in possession of unpublished price sensitive information even if the trading window is not closed.

8.2 The Compliance Officer shall also determine whether any such declaration is reasonably capable of being rendered inaccurate.

8.3 All Designated Persons of MCEL and their immediate relatives shall execute their order in respect of securities of MCEL **within 7 (seven) trading days** after the approval of pre-clearance is given. If the order is not executed **within 7 (seven) trading days** after the approval is given, the employee must obtain



the pre-clearance for the transaction again.

8.4 All 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.

9. REPORTING REQUIREMENT

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 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 days** of such appointment or becoming a promoter as per Form B set out in Annexure 4.

9.2 Continual Disclosures

- a) 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 lakh rupees** or such other value as may be specified;
- b) Every company shall notify the particulars of such trading to the stock exchange on which the securities are listed within two trading days of receipt of the disclosure or from becoming aware of such information.
- c) The above disclosures shall be made in such form and such manner as may be specified by the Board from time to time.

10. REPORTING TO BOARD OF DIRECTORS

The Compliance Officer shall provide a report to the Board of Directors with regard to implementation and operation of these codes periodically.



11. MAINTENANCE OF RECORDS & REGISTERS

The Compliance Officer shall maintain:

11.1 Register of the periods of “Closure of Trading Window”, wherein he shall record the date of closure and opening of the trading window and purpose for which trading window is closed.

11.2 Register of Pre-clearance of trading of Securities and record therein the name and designation of the Director, Officer, Designated Persons submitting the application, date of the application, date & time of receipt of the application, nature of the transaction, number of securities, consideration value, name of the immediate relative if the transaction is in the name of the immediate relative and date & details of the actual transaction.

11.3 Register of Waiver of restriction on holding investment in the securities of MCEL and shall record thereon the name of the Director/Officer/ designated persons details of securities for which waiver is granted, date of waiver and the ground of the waiver.

11.4 Register of Designated Person

11.5 Records of all the declarations in the appropriate form given by the Directors, Officers designated persons and their immediate relative for a minimum period of five years.

11.6 Two separate Registers for recording the Initial disclosure, continual disclosure received under this regulation above. proforma of the Registers to be maintained

12. AMENDMENT TO THIS CODE

The Board of Directors (including Management Committee of the Board of Directors) is authorised to change/amend this Code from time to time at its sole discretion and/or in pursuance of any amendments made in the SEBI (Prohibition of Insider Trading) Regulations, 2015.



ANNEXURE-1

APPLICATION FOR PRE-TRADING APPROVAL

To,
The Compliance Officer,
Mach Conferences and Events Limited

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Insider Trading Policy, I seek approval to purchase / sell / subscribe _____ equity shares of the Company as per 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 trading in securities :
7. Estimated number of securities proposed to be purchased/subscribed/sold
8. Current market price :
(As on date of application)
9. Whether the proposed transaction will:
be through stock exchange or off-market trade
10. Folio No. / DP ID / Client ID No. where :
the securities will be credited / debited.

I enclose herewith the Undertaking signed by me.

Signature: _____

Name:

Date:



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ANNEXURE-2

UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE- CLEARANCE

To,
The Compliance Officer,
Mach Conference & Events Limited

I, _____ being a designated person of the company for Trading in the securities of Mach Conference & Events Limited residing _____ am desirous of trading 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 any unpublished price sensitive information up to the time of signing this Undertaking.

In the event that I have access to or receive any unpublished price sensitive information after the signing of this undertaking but before executing the transaction for which approval is sought, I shall inform the Compliance Officer of the same and shall completely refrain from trading in the securities of the Company until such information becomes public.

I declare that I have not contravened the provisions of the Rules as notified by the Company from time to time

In the event of this transaction being in violation of the Rules or the applicable laws,

- (a) I will, unconditionally, release, hold harmless and indemnify to the fullest extent, the Company and its directors and officers, (the 'indemnified persons') for all losses, damages, fines, expenses, suffered by the indemnified persons,
- (b) I will compensate the indemnified persons for all expenses incurred in any investigation, defense, crisis management or public relations activity in relation to this transaction and
- (c) I authorize the Company to recover from me, the profits arising from this transaction and remit the same to the SEBI for credit of the Investor Protection and Education Fund administered by the SEBI.

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 approval is granted, I shall execute the trade within seven days of the receipt of approval failing which I shall seek pre-clearance afresh.

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

Signature:
Name:
Date:



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ANNEXURE-3

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: _____

Table 1. Details of change in holding of Securities of Promoter, Member of the Promoter Group, Designated Person or Director of a listed company and immediate relatives of such persons and other such persons as mentioned in Regulation 6(2).

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

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

Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed*	Total Value In Aggregate (Calculate aggregate value of total sell and buy share value)*
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	22

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

Name: _____
Designation: _____
Place: _____
Date: _____



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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 eg. – Shares, Warrants, Convertible Debentures etc.)	No.	

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