

NLC India Limited

CODE OF INTERNAL PROCEDURES AND CONDUCT FOR REGULATION, MONITORING AND REPORTING OF TRADING BY THE DESIGNATED PERSONS IN THE SECURITIES OF NLC INDIA LIMITED.

WHEREAS, under Regulation 9 (1) of Chapter-IV of the Securities and Exchange of Board of India (Prohibition of Insider Trading) Regulations, 2015, the Company is required to formulate a Code of Conduct to Regulate, Monitor and Report Trading by the Designated Persons as near to the principles set out in Schedule-B of the said Regulations.

AND

WHEREAS, the Board of Directors of the Company have approved the following Code of Practices to regulate, monitor and report trading by the Designated Persons.

1.0 Title and Applicability:

1.1 This Code shall be called "The Code of Internal Procedures and Conduct for Regulation, Monitoring and Reporting of trading in the securities of NLC India Limited by the Designated Persons".

1.2 It shall come into force with effect from 1st April, 2019

1.3 This Code shall apply to all the Designated Persons and their 'Immediate Relatives' as defined under the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time as defined under this Code.

2.0 Definitions:

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

2.2 "**Company**" means NLC India Limited.

2.3 "**Code**" means "The Code of Internal Procedures and Conduct for Regulation, Monitoring and Reporting of trading by the Designated Persons in the securities of NLC India Limited".

2.4 "**Competent Authority**" means the respective Authority as mentioned in clause 7.7 of this Code.

2.5 "**Compliance Officer**" means the Officer performing the duties of the Company Secretary, for the time being.

2.6 "**Connected Person**" means;

- (i) any person who is or has during the six months prior to the concerned act been associated with the 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himself and the Company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access and includes any a person having contractual or fiduciary relation with the Company such as Auditors, Accountancy Firms, Law firms, Analysts, Consultants etc., assisting or advising the Company.

- (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 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 immediate relative or banker of the company, has more than ten per cent (10%) of the holding or interest;

2.7 "Designated Person" means ;

- a) Promoter(s) of the Company.
- b) All Executives at the level of General Manager and above, howsoever designated or employed, including Chairman-cum-Managing Directors and Directors of the Company.



- c) All Executives at the level of General Manager and above, howsoever designated or employed, including Chief Executive officer of the Material Subsidiary Companies.
- d) Personal Staff such as Personal Assistant(s), Personal Secretary(ies) and Technical Secretary(ies) attached to the office of Chairman-cum-Managing, Directors, Functional Directors, Executive Directors and Company Secretary of the Company and Personal Staff such as Personal Assistant(s), Personal Secretary(ies) and Technical Secretary (ies) attached to Chief Executive officer and Company Secretary of the Material Subsidiary Companies.
- e) All the executives working in the Finance and Secretarial Department of the Company and its material subsidiaries.
- f) In addition to the above, other employees who have access to the UPSI shall also be deemed to the Designated Persons and the provisions of this Code shall be applicable to them.
- g) Any other employee or category of employees or persons specified as such, from time to time, by the Compliance Officer.

2.8 **"Director"** means a person occupying the position of a Director or an Additional Director or an Alternate Director of the Company.

2.9 **"Generally available Information"** means information that is accessible to the public on non-discriminatory basis.

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

2.11 **"Insider"** means;

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



- 2.11A **"Key Managerial Personnel or KMP"** means Chairman-cum-Managing Director, Functional Director(s), Chief Financial Officer and Company Secretary of the Company and shall include such other persons as may be specified under the relevant law for the time being in force.
- 2.11B **"Legitimate Purposes"** includes sharing of Unpublished Price Sensitive Information in the ordinary course of business with JV partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisory, auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the SEBI PIT Regulations, 2015.
- 2.11C **"Material Subsidiaries"** means the Companies as defined under the SEBI (Listing Obligation and Disclosure Requirements), Regulation, 2015 as amended from time to time.
- 2.12 **"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.
- 2.12A **"Promoter or Promoter Group"**—shall have meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements), Regulations, 2018 amended from time to time.
- 2.13 **"Regulations"** means the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended time to time.
- 2.14 **"Securities"** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) as amended time to time or any modification thereof except units of a mutual fund;
- 2.15 **"Trading"** means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities, and "trade" shall be construed accordingly;
- 2.16 **"Trading Day"** means a day on which the recognized stock exchanges are open for trading where securities of the Company are listed
- 2.17 **"Trading Plan"** means a plan formulated and presented to the Compliance Officer seeking approval for trading on the securities of the Company.
- 2.18 **"Trading Window"** means the trading period comprising all working days of the

Company excluding the period(s) of book closure so notified in terms of Section 91 of the Companies Act,2013 and corresponding provisions under SEBI (Listing Obligation and Disclosure Requirements), Regulation, 2015 as amended from time to time.

- 2.19 **"Unpublished Price Sensitive information"** shall have the meaning as provided sl.no.2(1)(n) of Chapter-I of the SEBI (Prohibition of Insider Trading) Regulations,2015 as amended from time to time.
- 2.20 **"Voting Rights"** means the total number of votes that may be cast on a poll In regard to the matter in question.

Words and expressions and used and not defined herein but defined In the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time shall have the meanings respectively assigned to them in that Regulation.

3.0 Prohibition on dealing, communication or counseling on matters relating to Insider Trading;

- 3.1 No Insider shall;
- (a) communicate, provide or allow access to any unpublished price sensitive information relating to the Company to any person including other insiders except where such communication is on a need-to-know basis in furtherance of legitimate purposes performance of duties or discharge of legal obligations, in the ordinary course of business or profession or employment or under any law.
 - (b) procure from or cause the communication by any insider of unpublished price sensitive Information relating to the Company except in furtherance of legitimate purposes performance of duties or discharge or legal obligations in the ordinary course of business or profession or employment or under any law,
 - (c) either on his own behalf or on behalf of any other person deal in securities of the Company when in possession of any unpublished Price Sensitive Information.

4.0 Mechanism on Internal Control

For ensuring adequate and effective system of internal controls in line with the requirements of SEBI (Prohibition of Insider Trading) Regulations, 2015, the following procedure shall be followed:

- a. All employees having access to Unpublished Price Sensitive information shall be considered as designated person and the requirements of this Code shall apply.



- b. All designated persons shall maintain confidentiality of the UPSI accessed by them and shall not use the same except for the purpose of the discharge of his duty.
- c. No person shall communicate or receive UPSI otherwise for legitimate purposes.
- d. A list of designated persons with whom UPSI is shared shall be maintained and Non Disclosure Agreements shall be signed by such persons
- e. It shall be ensured that all the other requirements, restrictions and prohibitions under the Regulations, this Code and other applicable laws are strictly adhered to
- f. Periodic process review of the internal control mechanism shall be done and corrective actions shall be taken in case of any deviation.
- g. Persons generating and holding the UPSI shall ensure that access to Files containing confidential information (electronic or otherwise) shall be regulated and fully secured with approvals or passwords for such access. Records of such access shall also be maintained in a tamper proof environment.

E. Chinese Wall:

- (i) To prevent the misuse of confidential price sensitive information, the Company shall maintain a "Chinese Wall" separating those areas of the Company which routinely have access to such confidential information considered "core areas" and other departments providing support services considered as "other areas".
- (ii) the employees in the core area shall not communicate any Price-Sensitive Information to anyone in other area.
- (iii) In exceptional circumstances employees from the other areas could be allowed to "cross the wall" and given confidential information on the basis of "need-to-know" criteria.

F. Digital Database

The Company shall maintain digital database with time stamping and audit trails to ensure non-tampering of the data base containing following information:

- a. Name and PAN of the person/entity(ies) with whom information is shared pursuant to Legitimate Purposes.
- b. Name and PAN of Designated Person along with their immediate relatives.

G. Preservation of "Price Sensitive Information"

All information within the Company shall be handled on a need-to-know basis. Every Insider shall maintain the confidentiality of all price sensitive information as defined under the Regulations and shall not pass on any such information directly or indirectly by way of making a recommendation for the purchase or sale of securities.



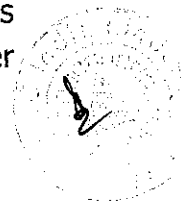
5.0 TRADING WINDOW:

- 5.1 An Insider/designated person shall not trade in the Securities of the Company during the period(s) when the Trading Window is closed;
- 5.2 The trading window shall remain closed as mentioned below:

Sl. No.	Events/ Particulars	Restrictive Period		Remarks (Due date for declaration of financial results)
		From	To	
1	Declaration of financial results of First quarter.	30 th June	Till 48 hours after the declaration of financial results.	within forty-five days of end of each quarter i.e., 30 th June.
2	Declaration of financial Results of Second Quarter.	30 th September	-do-	within forty-five days of end of each quarter i.e., 30 th September.
3	Declaration of financial results of third quarter.	31 st December	-do-	within forty-five days of end of each quarter i.e., 31 st December.
4	Declaration of Annual audited financial results.	31 st March	-do-	within sixty days from the end of the financial year 31 st March.

- 5.3 The Compliance Officer, in addition to para no.5.2 shall duly notify closure of the Trading Window for the following occasions for such duration as appear necessary in terms of the Regulations;

- ✓ Issue of Securities by way of public/rights/bonus etc.,
- ✓ Buyback of shares/Debentures
- ✓ Proposal for Dividends[both interim and final]
- ✓ Significant expansion plans or new projects
- ✓ Acquisition/amalgamation/merger/takeover



- ✓ Disposal of whole or substantially the whole of the undertaking
- ✓ Significant changes in plans or operations of the Company
- ✓ Any other event as may be decided by the Compliance Officer

5.4 In case of ESOPs, exercise of option may be allowed in the period when the Trading Window is closed. However, sale of shares allotted on exercise of ESOPs shall not be allowed when the Trading Window is closed.

5.5 The timing for re-opening of the trading window shall be determined by the compliance officer taking into account various factors including the unpublished price sensitive information in question becoming generally available and being capable of assimilation by the market, which In any event shall not be earlier than forty-eight hours after the information becomes generally available. The trading window shall also be applicable to any person having contractual or fiduciary relation with the company.

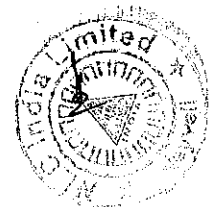
6.0 TRADING PLAN:

6.1 A Designated Person 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.

6.2 Such trading plan shall:-

- (i) not entail commencement of trading on behalf of the Designated Person earlier than six months from the public disclosure of the plan;
- (ii) 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;
- (iii) entail trading for a period of not less than twelve months;
- (iv) not entail overlap of any period for which another trading plan Is already In existence;
- (v) 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; and
- (vi) not entail trading in securities for market abuse.

6.3 The compliance officer shall review the trading plan to assess whether the plan would have any potential for violation of these regulations and shall be entitled to seek such



express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan.

- 6.4 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.

Provided that the implementation of the trading plan shall not be commenced if any unpublished price sensitive Information in possession of the Designated person at the time of formulation of the plan has not become generally available at the time of the commencement of implementation and in such event the compliance officer shall confirm that the commencement ought to be deferred until such unpublished price sensitive information becomes generally available information.

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

7.0 PRECLEARANCE OF TRADES;

- 7.1 An Designated Person shall deal in Securities of the Company only after securing pre-clearance in accordance with this code.

- 7.2 All applications for pre-clearance shall be made in the form at **Form I** to this Code.

- 7.3 Unless a Trading Plan is presented by the Designated Person and approved by the Competent Authority as per this Code, trading by the Designated Persons shall be subject to pre-clearance by the Competent Authority during the period when the Trading Window is open. The requirement of such pre-clearance is not applicable if the aggregate market value of all the transactions of the Securities of the Company does not exceed Rs.2,00,000/-in that calendar month.

- 7.4 Prior to approving any trades, the competent authority as per this code shall be entitled to seek declarations to the effect that the applicant for pre-clearance is not in possession of any unpublished price sensitive information. He shall also have regard to whether any such declaration is reasonably capable of being rendered inaccurate.

- 7.5 Transactions for which pre-clearance has been accorded shall be executed within seven trading days within which trades that have been pre cleared have to be executed by the Designated person, failing which fresh pre-clearance would be needed for the trades to be executed.



7.6 Any Designated Person who has been permitted to trade on the securities of the Company shall not execute a contra trade within a period of six months from the date of executing the original trade. However, the compliance officer may grant relaxation on a case to case to basis for reasons to be recorded in writing provided that such relaxation does not violate such regulations. Should a contra trade is executed, inadvertently or otherwise in violation of the above restrictions, the profits, if any, from such trade shall be liable to be disgorged for remittance to Securities and Exchange Board of India(SEBI) for credit to the Investor Protection and Education Fund administered by SEBI.

7.7 The Competent Authority to accord pre-clearance shall be as follows;

(a) for Chairman-cum-Managing Director	Board of Directors is the approving Authority
(b) for Directors and Compliance Officer	Chairman-cum-Managing Director is the approving Authority
(c) Designated Persons	Compliance Officer

7.8 The Compliance Officer shall duly report to the Chairman-cum-Managing Director the details of pre-clearance(s), if any, accorded during a month within ten days of the commencement of the following month and shall submit a consolidated report, if any, to Board of Directors annually.

7.9 Before according pre-clearance, the competent authority shall satisfy that the proposed transaction is not in contravention of this code.

PROHIBITION OF SPECULATIVE TRANSACTIONS

8.1 All the Designated Persons are prohibited from engaging in speculative transactions with respect to Securities of the Company. The prohibition shall also apply to other employees of the Company, even if he is not an Designated Person within the meaning of the Code or Regulations.

8.2 For a transaction to qualify as being for investment purposes and not as speculative, the Designated Person shall be required to hold the investment for a minimum period of 30 days. This restriction shall also apply to subscription to an issue of shares by the Company (public, rights or otherwise), in which case the holding period would be reckoned from the date the Securities are actually allotted in favour of the concerned employee;



Provided that where sale of Securities of the Company is necessitated due to personal emergency, the Competent Authority mentioned in Clause 7 above may, for valid and justifiable reasons and to be recorded in writing, waive the minimum holding period.

9.0 DISCLOSURES AND REPORTING

9.1 All the persons covered under this code shall make disclosures as stipulated in Chapter III of the Regulation in the Form and the manner prescribed therein with respect to themselves as well as their Immediate Relatives reflecting their respective holding/transactions of the Securities of the Company:

i. Initial Disclosure

In terms of Regulation 7 (1) of Chapter III, the number of shares or voting rights held by him/her and his/her Immediate Relative in Form II, within 30 days of this Code coming into force.

Disclosure shall be made in Form III, within 7 (seven) working days on becoming covered under this Code at any point of time.

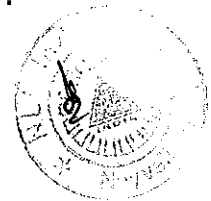
ii. Continual Disclosure

In terms of Regulation 7(2) of Chapter III, any transaction in securities of the Company in terms of pre-clearance approval accorded, shall be disclosed within 2 working days of such transaction in Form IV. Reporting of decisions not to trade after securing pre-clearance along with reasons for such decisions shall also be disclosed in Form IV within 2 working days from the date of expiry of the pre-clearance approval.

iii. Disclosure shall be made in Form V, within two trading days of such transaction, if the value of the securities traded, whether in one or a series of transactions over any calendar quarter, aggregates to a traded value in excess of Rupees Two Lakh.

iv. Annual Disclosure

Annual disclosure by the Designated Persons of number of securities held as on last date of the financial year, including details of each transaction of purchase/sale of shares and other securities during the financial year in Form VI within 30 days from the close of each financial year.



- 9.2 The Compliance Officer shall place before the Chairman-cum-Managing Director or before such other Senior Officer or Committee as may be specified in this behalf by the Chairman-cum-Managing Director on a monthly basis, the details of all the disclosures reported in terms of Clause 8.1 and 8.2 together with the completed Forms I to VI as applicable and the documents submitted.
- 9.3 Any instance of non-compliance of this Code or of the Regulations, shall be reported with full details promptly by the Compliance Officer to the Chairman-cum-Managing Director.
- 9.4 Every case where it is observed by the Company/Compliance Officer that there has been a violation of the Regulations shall be duly informed by the Company to Securities and Exchange Board of India.
- 9.5. In addition to the above the Designated Persons shall make the following disclosures:
- a) Names and PAN or any other identifier authorized by law, phone, mobile and cell numbers of the Immediate Relatives and Persons with whom such designated person(s) share a material financial relationship shall be disclosed to the Company with in 30 days of this Code becoming effective or as the case may be their becoming a designated person and also within 21 days of any change in the information already furnished.
 - b) the name of educational institutions from which graduated and names of their past employers shall also be disclosed on a one-time basis.

Explanation:

The term material financial relationship shall mean a relationship in which one person is a recipient of any kind of payment such as by way of loan/gift during immediate preceding 12 months, equivalent to at least 25% of such payer's annual income but shall exclude relationships in which the payment is based on arm's length transactions.

10.0 PROCESS TO BE FOLLOWED IN SENSITIVE TRANSACTION(S)

The Compliance Officer shall give prior notice to employee who are brought inside on sensitive transaction(s) and also made aware about the duties and responsibilities attached to receipt of inside information and liability that attaches to misuse or unwarranted use of such information.

Non-disclosure Agreement shall be executed with every incoming/existing Designated Person.

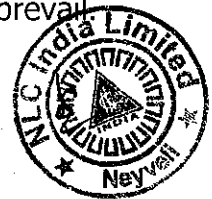
11.0 PRESERVATION OF RECORDS;



Reports/Forms rendered in terms of this Code shall be preserved by the Company for at least five years.

12.0 CONTRAVENTION OF THE REGULATIONS OR CODE;

- 12.1 Without prejudice to any action or proceedings that may be instituted against any employee under the Regulations, any designated person who deals in the Securities of the Company in contravention of the provisions of this Code shall be deemed to be guilty of misconduct and shall be liable to be proceeded departmentally under the Certified Standing Orders or the NLCIL Employees Conduct Rules or such other Regulations/ Rules as may be applicable from time to time.
- 12.2 The provisions contained in this Code shall be addition to and not in derogation or substitution of any duty, obligation or requirement on the part of an employee or any Immediate relative of such employee under the Certified Standing Orders or the NLCIL Employee Conduct Rules as the case may be or such other rules/regulations as may be applicable from time to time.
- 12.3 In case SEBI regulation or any statutory provisions are more stringent than those contained in the code, the SEBI regulations/ statutory provisions shall prevail.



FORM-I

(Refers to Clause 7.2)

APPLICATION FOR PRE-CLEARANCE

To
The Competent Authority
NLC India Limited

Applicants Particulars:

Name in Full :
Employee Number :
IT PAN Number :
Designation :
Department :

If the Applicant is other
than employee details thereof :

In terms of the Code of Internal Procedures and Conduct for Regulation, Monitoring and Reporting of trading in the securities of NLC India Limited, it is requested that pre-clearance may please be accorded for the following transaction(s) in the securities of NLC India Limited, proposed to be executed by me/my relative _____ (specify name & relationship)

The statement of existing holdings (Annexure A) and the Undertaking (Annexure B) are enclosed.

Nature of security	Quantity (nos.)	Face value Rs.	Estimated marketvalueRs.	Type of transaction
1	2	3	4	5
Equity shares				
Debentures				
(other types)				

Date:

Signature



ANNEXURE-A

TO APPLICATION FOR PRE-CLEARANCE STATEMENT OF HOLDINGS IN NLC INDIA LIMITED AS ON THE DATE OF APPLICATION FOR PRE-CLEARANCE

Applicants Particulars:

Name in Full :
Employee Number :
Designation :
Department :
If the Applicant is other than
employee, details thereof :

I. DETAILS OF SECURITIES OF NLC INDIA LIMITED HELD IN HIS/HER OWN NAME

Nature of security	Quantity (nos.)	Face Value Rs.	If in material form		If in Demat form	
			FolioNo.	Distinctive Nos.	DP ID	Client ID
1	2	3	4	5	6	7
Equity shares Debentures (other types)						

II. DETAILS OF SECURITIES OF NLC INDIA LIMITED HELD BY IMMEDIATE RELATIVE

(to be furnished separately in respect of each relative, if applicable)

Name of relative :
Relationship :

Nature of security	Quantity (nos.)	Face Value Rs.	If in material form		If in Demat form	
			FolioNo.	Distinctive Nos.	DP ID	Client ID
1	2	3	4	5	6	7
Equity shares Debentures (other types)						

III. CERTIFICATE

I hereby declare that the above disclosure is true and correct to the best of my knowledge.

Date:

Signature



**ANNEXURE - B
TO APPLICATION FOR PRE-CLEARANCE**

Applicants Particulars:

Name in Full :
Employee Number :
Designation :
Department :
If the Applicant other than
employee, details thereof :

I proposed to transact in the securities of NLC India Limited, as per details in the attached application in FORMI for pre-clearance of the transaction, dated

I certify that

- a. I have no access to nor do I have any information that could be construed as "Unpublished Price Sensitive Information" as defined in the Code, up to the date of this undertaking;
- b. In the event that I gain access to or receive any information that could be construed as "Unpublished Price Sensitive Information" as defined in the Code, after the signing of this undertaking and before executing the proposed transaction for which pre-clearance is sought, I shall forthwith inform the Competent Authority of the same and that I shall completely refrain from dealing in the securities of the Company till the time such information becomes public;
- c. I have not contravened the provisions of the Code of Internal Procedures and Conduct for Regulation, Monitoring and Reporting of trading in the securities of NLC India Limited as notified by the company from time to time;
- d. I hereby made a full and true disclosure in the matter.

Date:

Signature.



FORM-II

(Refers to Clause 9. 1(i)]

DISCLOSURE OF SECURITIES HELD IN NLC INDIA LIMITED

INITIAL REPORT AS ON _____

To

The Competent Authority
NLC India limited**Applicants Particulars:**

Name in Full :
 Employee Number :
 IT PAN Number :
 Designation :
 Department :
 If the Applicant is other than
 employee, details thereof :

I. DETAILS OF SECURITIES HELD IN OWN NAME

Type of security	Quantity (nos.)	Face Value Rs.	If in material form		If in Demat form	
			Folio No.	Distinctive Nos.	DP ID	Client ID
1	2	3	4	5	6	7
Equity shares Debentures (other types)						

II. DETAILS OF SECURITIES HELD BY IMMEDIATE RELATIVES

(to be furnished separately in respect of each relative, if applicable)

Name of relative :
IT PAN No :
 Relationship :

Type of security	Quantity (nos.)	Face Value Rs.	If in material form		If in Demat form	
			Folio No.	Distinctive Nos.	DP ID	Client ID
1	2	3	4	5	6	7
Equity shares Debentures (other types)						

III CERTIFICATE

I hereby declare that the above disclosure is true and correct to the best of my knowledge.

Date:

Signature



FORM - III

(to be submitted within 7 working days on becoming a Designated Person)

(Refers to Clause 9. I(i))

**DISCLOSURE OF DETAILS OF SECURITIES OF NLC INDIA LIMITED HELD AS ON
..... BEING THE DATE OF BECOMING DESIGNATED PERSON.**

To
The Competent Authority
NLC India Limited Through Division / Department Head

Name in Full :
Employee Number :
IT PAN Number :
Designation :
Department :
Date on which promoted/appointed as :
Designated Person

I DETAILS OF SECURITIES HELD BY DESIGNATED PERSON IN OWN NAME

Nature of security	Quantity (nos.)	Face Value Rs.	If in material form		If in Demat form	
			Folio No.	Distinctive Nos.	DP ID	Client ID
1	2	3	4	5	6	7
Equity shares Debentures (other types)						

II DETAILS OF SECURITIES HELD BY IMMEDIATE RELATIVES

(to be furnished separately In respect of each relative, If applicable)

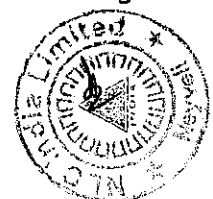
Nature of security	Quantity (nos.)	Face Value Rs.	If in material form		If in Demat form	
			Folio No.	Distinctive Nos.	DP ID	Client ID
1	2	3	4	5	6	7
Equity shares Debentures (other types)						

III CERTIFICATE

I hereby declare that the above disclosure Is true and correct to the best of my knowledge.

Date:

Signature



FORM-IV

(to be submitted within 2 working days of executing/not executing the transaction)

(Refers to Clause 9. 1(ii))

To

The Company Secretary

(Compliance Officer)

NLC India Limited

A. REPORT ON TRANSACTIONS IN SECURITIES OF NLC INDIA LIMITED EXECUTED

Particulars of person In whose name the transaction Is executed:

Name in Full :

IT PAN Number :

Date of Transaction :

If Designated Person

Employee Number :

Designation :

Department :

If others

Name of Person :

Other Details :

If Immediate Relative

Name of Person :

Other Details :

Nature of security	Quantity (nos.)	Face Value Rs.	Estimated market Value Rs.	Type of transaction	Date of pre clearance if applicable	Total Holding on completing of transaction	Folio No./ DP ID / Client ID
1	2	3	4	5	6	7	8
Equity shares							
Debentures							
(other types)							

CERTIFICATE:

Certified that with respect to the securities sold none of them have been held for the period less than 30 days.

B. REPORT ON TRANSACTIONS IN SECURITIES OF NLC INDIA LIMITED NOT EXECUTED AFTER SECURING PRE-CLEARANCE,

DETAILS OF PRE-CLEARANCE OBTAINED:

REASON FOR NOT EXECUTING THE TRANSACTION:



Date:

Signature

FORM-V

(Refers to Clause 9.1(iii))

(to be disclosed within two trading days by an Employee and Directors, If the value of securities traded whether in one transaction or series of transactions over any calendar quarter aggregates to a traded value in excess of Rs.2 lakh)

STATEMENT OF HOLDING OF SECURITIES IN NLC INDIA LIMITED

AS ON _____

To

The Company Secretary
(Compliance Officer)
NLC India Limited

Through Division / Department Head

Name in Full :
Employee Number :
IT PAN Number :
Designation :
Department :

I. DETAILS OF SECURITIES HELD BY DESIGNATED PERSON IN OWN NAME

Type of security	Quantity held on beginning of the quarter.....	Transactions during the year		Quantity held on close of the quarter.....	If in material form		If in Demat form	
		Acquisition	Sale		Folio No.	Distinctive Nos.	DP ID	Client ID
1	2	3	4	5	6	7	8	9
Equity shares								
Debentures (other types)								

II. DETAILS OF SECURITIES HELD BY IMMEDIATE RELATIVE

(to be furnished separately in respect of each relative, if applicable)

Name of relative :
IT PAN No :
Relationship :

Type of security	Quantity held on beginning of the quarter.....	Transactions during the year		Quantity held on close of the quarter.....	If in material form		If in Demat form	
		Acquisition	Sale		Folio No.	Distinctive Nos.	DP ID	Client ID
1	2	3	4	5	6	7	8	9
Equity shares								
Debentures (other types)								

III CERTIFICATE

I hereby declare that the above disclosure is true and correct to the best of my knowledge.

I declare that the securities sold have been held for not less than 30 days prior to sale.



Date:

Signature

FORM – VI
(Refers to Clause 9.1(iv))

ANNUAL STATEMENT OF HOLDING OF SECURITIES IN NLC INDIA LIMITED AS ON 31st MARCH

To

The Company Secretary
(Compliance Officer)
NLC India Limited

Through Division / Department Head

Name in Full :
Employee Number :
IT PAN Number :
Designation :
Department :

I. DETAILS OF SECURITIES HELD BY DESIGNATED PERSON IN OWN NAME

Type of security	Quantity held on 01-04- ____	Transactions during the year		Quantity held as on 31-03-____ 2+3-4= 5	If in material form		If in Demat form	
		Acquisition	Sale		Folio No.	Distinctive Nos.	DP ID	Client ID
1	2	3	4	5	6	7	8	9
Equity shares								
Debentures								
(other types)								

II. DETAILS OF SECURITIES HELD BY IMMEDIATE RELATIVE

(to be furnished separately in respect of each relative, if applicable)

Name of relative :
IT PAN No :
Relationship :

Type of security	Quantity held on 01-04- ____	Transactions during the year		Quantity held as on 31-03-____ (2 + 3 - 4) = 5	If in material form		If in Demat form	
		Acquisition	Sale		Folio No.	Distinctive Nos.	DP ID	Client ID
1	2	3	4	5	6	7	8	9
Equity shares								
Debentures								
(other types)								

III CERTIFICATE

I hereby declare that the above disclosure is true and correct to the best of my knowledge.
I declare that the securities sold have been held for not less than 30 days prior to sale.

Date:

Signature



