

**SEAMEC LIMITED**  
**CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY DESIGNATED**  
**PERSONS – PREVENTION OF INSIDER TRADING**

**1. PREAMBLE**

SEAMEC LIMITED (the “COMPANY”) is a Public Limited Company whose equity shares are listed on BSE and NSE. The Company is governed by the rules and regulations issued by BSE / NSE and Securities and Exchange Board of India (SEBI).

Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015 (Regulations), Board of Directors of SEAMEC Limited has formulated a Policy in line with the above regulations.

This code comes into effect from 15.05.2015 and amendment to the code if any, shall be effected from the date on which it is notified from time to time.

**2. DEFINITIONS**

**2.1 “Compliance Officer”** means any senior officer, designated so and reporting to the Board of Directors or head of the organisation, 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compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trade and the implementation of the quotes specified in these regulations under the overall supervision of supervision of Whole Time Director / Managing Director and under the overall supervision of Board of Directors.

<sup>1</sup>[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]

**2.2 “Connected Person”** means,

- (i) Any person who is or has during the six months prior to the concerned act being 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, Key Managerial Personnel, officer or an employee of the company or its holding or subsidiary 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himself and the company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonable expected to allow such access.
- (ii) The person falling within the “following categories shall be deemed to be “**connected person**” if such person has access to unpublished price sensitive information – (UPSI)

- (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 organisation recognised or authorised 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 banker of the company has more than 10%, of the holding or interest;
- (k) Auditors, Law firms, Banks.

**2.3 “Designated Person” means,**

The term “Designated Person” shall consist of, connected persons who are:

- (a) Promoter of the Company.
- (b) Director of the Company and its subsidiaries.
- (c) Chief Executive Officer and employees up to two levels below Chief Executive Officer of the Company
- (d) Executive Officer and President.
- (e) Employees named in the Corporate Organisation Chart of the Company upto the level of SR Manager.
- (f) All Employees in the Finance and Accounts Department.
- (g) Secretaries to Managing Director/Whole Time Director and President.
- (h) Manager of material subsidiary company
- (i) Any other connected person designated by the Company on the basis of their role and functions.
- (j) IT support and Secretarial staff who have access to unpublished price sensitive information
- (k) Immediate relative of (a) to (h) above.

**2.4 “Director”**

“Director shall have the meaning assigned to it under the Companies Act, 2013.

**2.5 “Insider” means any person who is:**

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

- 2.6 “Immediate Relative”**  
“Immediate Relative” of a person means a spouse, or parent, sibling or child of that person or his or spouse, if they are dependent financially on such person or consult such person in taking decisions relating to trading in securities.
- 2.7 “Key Managerial Personnel and Officer”**  
“Key Managerial Personnel and “Officer” shall have the same meaning as assigned to it under Companies Act, 2013.
- 2.8** “Promoter” shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, <sup>2</sup>[2018] or any modification thereof;
- 2.9** <sup>3</sup>“Promoter group” shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof;]
- 2.10** “Securities” shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956 or any modification of except units of a mutual fund;
- 2.11** “Specified” means specified by the Board in writing;
- 2.12** “Takeover Regulations” means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;
- 2.13** “Trading” means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities, and “Trade Complete shall be construed accordingly”;
- 2.14** “Trading Day” means a day on which the recognised stock exchanges are open for trading; Trading Window, being a notional instrument, shall mean the Trading period during which trading in securities of the Company shall be restricted by the designated persons. All days shall be the Trading days except when Trading Window is closed.
- 2.15** “Unpublished Price Sensitive Information” (UPSI) means any information, relating to a company or its securities, directly or indirectly, that is not generally available which upon becoming generally available is likely to materially affect the price of the securities and shall ordinarily but not restricted to include, information relating to the following:-
- (i) Financial results (quarterly, half yearly and yearly);
  - (ii) Dividends Declarations (Interim and final);
  - (iii) Change in capital structure by way of Public Offer / Rights / Bonus;
  - (iv) Mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions and buy back of securities
  - (v) Change in key managerial personnel

### **3. COMPLIANCE OFFICER DUTIES AND RESPONSIBILITIES**

- 3.1** The President Corporate Affairs, Legal and Company Secretary is the Compliance Officer pursuant to Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 who shall be responsible for implementing these guidelines.
- 3.2** The compliance officer shall be responsible for setting forth policies, procedures, monitoring adherence to the rules for the preservation of "Price Sensitive Information", pre-clearing of designated employee's, Directors and connected persons and their dependent's trades, monitoring of trades and the implementation of these guidelines under the overall supervision of the Board.
- 3.3** The compliance officer shall arrange to maintain a record (in the form of a structured digital database) containing the names of such persons or entities as the case may be with whom information is shared pursuant to Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 along with Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available. In all circumstances, such database shall be maintained with adequate internal controls and checks.
- 3.4** The compliance officer shall arrange assistance for all the Directors, connected persons and employees in addressing any clarifications regarding the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the company's code of conduct in this regard.
- 3.5** In case the Compliance Officer is not available due to his being away on a long leave or on work for a period of 15 days or more, he shall delegate his responsibilities to a person appointed by him with the prior approval of Managing Director/Whole Time Director, so as to ensure smooth implementation of this procedure at all times.

### **4. PRESERVATION OF "PRICE SENSITIVE INFORMATION":**

- 4.1** Insiders shall maintain the confidentiality of all Price Sensitive Information and shall not pass, provide or allow access on such price sensitive information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities, except to the extent allowed by these rules.
- 4.2** Need to know:  
  
Price Sensitive Information is to be handled on a "need to know" basis, i.e., Price Sensitive Information should be disclosed only to those within the company who need the information to discharge their duty.
- 4.3** Limited access to confidential information:  
  
Files containing confidential information shall be kept secure. Computer files must have adequate security of login and pass word etc.

#### 4.4 Confidentiality of UPSI

[Any person in receipt of unpublished price sensitive information pursuant to a “legitimate purpose” shall be considered an “insider” for purposes of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and due notice shall be given to such persons to maintain confidentiality of such unpublished price sensitive information in compliance with these regulations.]

4.5 Nothing contained above shall be applicable when UPSI is communicated, provided, allowed access to:

- (a) In furtherance of legitimate purpose or discharge of legal obligation.
- (b) In the event Board of Directors direct or cause the public disclosure of UPSI in the best interest of the Company.

### 5. **PREVENTION OF MISUSE OF "PRICE SENSITIVE INFORMATION":**

5.1 An Insider shall not directly or indirectly –

- (l) Trade in securities that are listed or proposed to be listed when in possession of UPSI.
- (m) Trade in securities of the Company except when trading window is open and insider is not in possession of UPSI.

Provided that above restriction shall not apply to:

- (a) A transaction that is off-market inter-se transfer between Promoters who were in possession of the same UPSI without being breath of these Rules and both parties had made a conscious and informed trade decision, and
- (b) Trade pursuant to Trading plan set up in accordance with these Rules.

#### 5.2 Trading Window:

The Compliance Officer shall notify “Trading Window” during which Designated employees / connected persons of the Company could reasonably expected to be in possession of Unpublished Price Sensitive Information and during such period the Designated employees / connected persons shall not be allowed to trade in the Company’s Securities.

5.3 When the trading window is open, trading by designated persons shall be subject to pre-clearance by the compliance officer.

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

- Declaration of Financial results (quarterly, half-yearly and annual)
- Declaration of dividends (interim and final)
- Change in capital structure by way of public offer/rights/bonus etc.
- mergers / demergers, takeovers and buy-back, listing and de-listing

- Disposal of whole or substantially whole of the undertaking

**5.5** The trading window shall be closed as follows:

**5.5.1** The trading restriction period (Trading Window) <sup>6</sup>[shall commence not later than end of every quarter] for consideration of quarterly, half-yearly and annual financial results. All designated employees / Directors / connected persons / Auditors / Law firm / Analysts / Consultants advising or assisting company should meticulously keep a note of above period, however as a prudent practice Compliance Officer shall notify to all concerns in advance.

**5.5.2** In all other matters, <sup>7</sup>[the trading window shall close 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.]

**5.6** The Trading Window shall open 48 hours after the information referred to in clause **5.4** is made public. The Compliance Officer shall release a notification announcing the opening of the Trading Window every time the Window is opened.

**5.7** All directors/designated employees / connected persons / Auditors / Law firm / Analysts / Consultants as aforesaid of the Company shall conduct all their dealings in the securities of the Company only in a valid trading window and shall not deal in any transaction involving the purchase or sale of the company's securities during the periods when trading window is closed, as referred to in clause **5.4** read with clause **5.5** or during any other period as may be specified by the Company from time to time, except otherwise specified herein below.

**5.8** 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 trading window is closed.

**5.9** **It is, however, clarified that closure of trading window will not affect implementation of any corporate actions like merger, de-merger, arrangement, open offer, buy back, listing and delisting, split / consolidation of shares, right issue, ESOP, etc. Exercise of respective rights / options including purchase, sale or surrender of shares under such corporate action shall be allowed even during the closure of trading window as per provisions of Clause 5.4 read with Clause 5.5 above as may be applicable.**

## **6** **PRE CLEARANCE OF TRADES:**

**6.1** An application shall be made in the format given in **Annexure 1** and undertaking in **Annexure 2**, to the Compliance officer indicating the estimated number of securities that the designated employee/ director / connected persons intends to deal in, the details as to the depository with which he has a security account, the details as to the securities in such depository mode and such other details as may be required by any rule made by the company in this behalf.

- 6.2** An undertaking as per **Annexure 2** shall be executed in favour of the company by such designated employee/director / connected persons incorporating, inter alia, the following clauses, as may be applicable:
- That the designated employee/director / connected persons does not have any access or has not received "Price Sensitive Information" upto the time of signing the undertaking.
  - That in case the designated employee/director / connected persons has access to or receives "Price Sensitive Information" after the signing of the undertaking but before the execution of the transaction he/she shall inform the Compliance officer of the change in his position and that he/she would completely refrain from dealing in the securities of the company till the time such information becomes public.
  - That he/she has not contravened the code of conduct for prevention of insider trading as notified by the company from time to time.
  - That he/she has made a full and true disclosure in the matter
- 6.4** The designated person shall within two working days of the execution of the Trade, submit the details of such Trade to Compliance Officer as per **Annexure 3**. In case the transaction is not undertaken, a report to this effect will be filed in the said form.

## **7. OTHER RESTRICTIONS:**

- 7.1** All directors/designated employees / connected persons shall execute their order in respect of securities of the company within seven trading days after the approval of pre-clearance is given. If the order is not executed within seven working days after the approval is given, the designated employee/director must additionally seek pre-clearance for the transaction.
- 7.2** All Directors and designated employees / connected persons including dependent and family who buy or sell number of shares of the Company shall not enter into opposite / contra transaction i.e. sell or buy of number of shares during **six months** following prior transactions. The holding period shall also apply to subscription in the primary market (IPOs). In the case of IPOs, the holding period would commence when the securities are actually allotted.
- 7.3** In case the sale of securities is necessitated by personal emergency, the compliance officer may waive the holding period after recording in writing his/her reasons in this regard, provided such relaxation does not violate these regulations. Should a contra be executed, inadvertently or otherwise, in violation of such restriction, profit from such trade shall be liable disgorged for remittance to the Board for credit to the Investors Protections and Education Fund administered by Board under the act.
- 7.4** <sup>8</sup>[No employee including key managerial personnel or director or promoter of the Company shall enter into any agreement for himself or on behalf of any other person, with any shareholder or any other third party with regard to compensation or profit sharing in connection with dealings in the securities of the Company, unless prior approval for

the same has been obtained from the Board of Directors as well as public shareholders by way of an ordinary resolution:

Provided that such agreement, if any, whether subsisting or expired, entered during the preceding three years from May 15, 2019, shall be forthwith brought to the information of Compliance Officer for disclosure to the stock exchanges for public dissemination:

Provided further that subsisting agreement, if any, shall be placed for approval before the Board of Directors in the forthcoming Board meeting:

Provided further that if the Board of Directors approve such agreement, the same shall be placed before the public shareholders for approval by way of an ordinary resolution in the forthcoming general meeting:

Provided further that all interested persons involved in the transaction covered under the agreement shall abstain from voting in the general meeting.

Explanation - For the purposes of this sub-regulation, 'interested person' shall mean any person holding voting rights in the Company and who is in any manner, whether directly or indirectly, interested in an agreement or proposed agreement, entered into or to be entered into by such a person or by any employee or key managerial personnel or director or promoter of the Company with any shareholder or any other third party with respect to compensation or profit sharing in connection with the securities of such listed entity.]

## **7. TRADING PLAN**

- 8.1** A Designated Person shall be entitled to formulate a Trading Plan that complies with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (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.
- 8.2** The Compliance Officer shall review and approve the Trading Plan if it complies with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, he shall arrange to disclose the Trading Plan to the stock exchanges.

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 and restrictions on contra trade shall not be applicable for trades carried out in accordance with an approved trading plan.

- 8.3** 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 UPI 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



UPSI 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.

## **8. REPORTING REQUIREMENTS FOR TRANSACTIONS IN SECURITIES:**

**8.1** All directors/ designated employees / key management personnel including their dependents and family shall be required to forward following details of their Securities transactions including the statement of dependent family members to the Compliance officer.

**8.2** Initial Disclosure:

- a. Every Promoter, <sup>9</sup>[member of the promoter group] Key Managerial Personnel, director of the Company and each of their Immediate Relatives shall disclose his holding of securities of the Company within thirty days of these Rules 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**.
- c. Every Employee other than above have to give initial disclosure at the time of joining **Annexure 6**

**8.3** Continual Disclosure:

- a. Every Promoter, <sup>10</sup>[member of the promoter group, designated persons], directors of the Company and each of their Immediate Relatives shall disclose as per Form C set out in **Annexure 7** 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 Rupees 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.

**8.4** Disclosure for 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.

**8.5** Disclosure 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 8** at such frequency as he may determine.

- 8.6** Designated persons shall be required to disclose names and Permanent Account Number or any other identifier authorized by law of the following persons to the Company on an annual basis and as and when the information changes:
- a. immediate relatives
  - b. persons with whom such designated person(s) shares a material financial relationship
  - c. Phone, mobile and cell numbers which are used by them
  - d. In addition, the names of educational institutions from which designated persons have graduated and names of their past employers shall also be disclosed on a one time basis.
- 8.7** All Employees including Director and KMP to furnish an Annual Declaration of Shares dealt by them during the year (Purchase and Sale date wise) in **Annexure 9**, in the first week of April every year.

## **9. PENALTY FOR CONTRAVENTION OF CODE OF CONDUCT:**

- 9.1** Any designated employee/director / key managerial personnel who trades in securities or communicates any information for trading in securities, in contravention of the code of conduct may be penalised and the company may take appropriate disciplinary action.
- 9.2** Designated employees/directors / key managerial personnel of the company who violate the code of conduct shall also be subject to disciplinary action by the company, which inter-alia may include wage freeze, suspension, <sup>12</sup> [recovery, clawback] ineligibility for future participation in employee stock option plans, etc.
- 9.3** 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 and any amendment thereof from time to time.
- 9.4 Information to SEBI in case of violation of SEBI (Prohibition of Insider Trading) Regulations, 2015**

In case it is observed by the Company / Compliance Officer that there has been any violation of SEBI (Prohibition of Insider Trading) Regulations, 2015 <sup>13</sup>[or any subsequent amendments made thereto,] the Company shall promptly intimate the incidence to the Securities and Exchange Board of India as per the applicable reporting mechanism.

## **10. PROTECTION AGAINST RETALIATION AND VICTIMISATION**

- 10.1** Employee who reports directly or through any alleged violations of insider trading laws in accordance with the Informant mechanism introduced vide SEBI (Prohibition of Insider Trading) (Third Amendment) Regulations, 2019 dated 17 September 2019, will be protected against any discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination.

## **11. MISCELLEANOUS**

- 11.1** The Board of Directors shall be empowered to amend, modify, interpret these Regulations and such Regulations shall be effective from such date as the board may notify in this behalf.

- 11.2** The Compliance Officer shall provide Audit Committee of the Board, on a Quarterly basis, all details of Trading Securities by Designated Person including any violation of Rules.
- 11.3** The Compliance Officer shall maintain (a) updated list of Designated Persons and records of disclosures and pre-clearance applications and undertaking for a period of 5 years
- 11.4** The Company shall require all connected person to adhere to a code of conduct to achieve compliance with these rules. In case such persons observe that there has been a violation of these Rules, then they shall inform the Board of Directors of the Company promptly.
- 11.5** Managing Director/ Whole Time Director and Compliance Officer will initiate prompt public disclosure of unpublished Price Sensitive Information that would impact price discovery.
- 11.6** Any suspected violation of leak of unpublished price sensitive information or violation of this policy can be reported under whistle blower policy.
- 11.7** All unpublished Price Sensitive Information will be on uniform basis.
- 11.8** Managing Director/ Whole Time Director and Compliance Officer will exclusively deal with dissemination of disclosure of Price Sensitive Information.
- 11.9** Managing Director/Whole Time Director and Compliance Officer will make appropriate and fair response on queries of any newspaper report / rumours to the Regulatory Authority.
- 11.10** Managing Director/ Whole Time Director and Compliance Officer to ensure not to share unpublished Price Sensitive Information with Analysts and Research persons.
- 11.11** Intermediary or fiduciary engaged by the Company shall put in place adequate and effective system of internal controls to ensure compliance with the requirements given in the SEBI Regulations to prevent insider trading.
- 11.12** In any circumstance where the terms of the Code are ambiguous in relation to any law, rule, regulation etc. for the time being in force, the law, rule, regulation etc. shall take precedence over the Code.

The Company is committed to continuously reviewing and updating its policies, and the Company therefore reserves the right to amend this Policy at any time, for any reason, subject to applicable law.

These Rules are subject to the applicable prevailing law in relation to prevention of Insider Trading and if there is any inconsistency between any of the provisions of these Rules and applicable law, the applicable law shall prevail.

**ANNEXURE 1**

**APPLICATION FOR PRE-TRADING APPROVAL**

To,  
The Compliance Officer,  
SEAMEC 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 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:

**ANNEXURE 2**

**UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRECLEARANCE**

To,  
The Compliance Officer,  
SEAMEC Limited

I, \_\_\_\_\_, \_\_\_\_\_ of the Company residing at \_\_\_\_\_, 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:

**ANNEXURE 3**

**DISCLOSURE OF TRANSACTIONS**

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

To,

The Compliance Officer,  
SEAMEC Limited

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)
- (strike out whichever is not applicable)

<b>Name of holder</b>	<b>No. of securities traded</b>	<b>Bought / sold / subscribed</b>	<b>DP ID/Client ID/Folio No.</b>	<b>Price (Rs.)</b>

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

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

Name:

Date:

**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.	
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

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

**Details of Open Interest (OI) in derivatives of the company held by Promoter, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6(2)**

Open Interest of the Future contracts held as on the date of regulation coming into force			Open Interest of the Option Contracts held as on the date of regulation coming into force		
Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>

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

Name & Signature:

Designation:

Date:

Place:

**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 eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2		3	4	5

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

**Details of Open Interest (OI) in derivatives 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 at the time of becoming Promoter/appointment of Director/KMP			Open Interest of the Option Contracts held at the time of becoming Promoter/appointment of Director/KMP		
Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
6	7	8	9	10	11

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

Name & Signature:  
Designation:  
Date:  
Place:



**ANNEXURE 6**

**DECLARATION OF STOCK HOLDING**

Date:

To,  
SEAMEC LIMITED  
Mumbai

Dear Sir,

Sub: Declaration of Stock-Holding

I hereby declare that I/my family members have shares in the following organizations:

Name, PAN No, addresses of Officer	Date of assuming office of Director / Officer	No and % of shares /voting rights held at the time of being the Director / Officer	Held in the name and relation	Date of purchase	Mode of Acquisition	Date of intimation to buy	Trading member through whom the trade was executed. SEBI Reg No	Exchange on which Trade was executed	Qty	Value

\*\* Holding in SEAMEC, MMG, associated companies/ competitors/ suppliers need only be declared.

Sincerely Yours,

**ANNEXURE 7**

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

Name, PAN No., CIN/DIN & address with contact nos.	Category of Person (Promoters/ KMP / Director s/immediate relatives /others etc)	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition / disposal (on market/public / rights/ preferential offer / off market/ Inter-se transfer, ESOPs etc.)
		Type of security (For eg. – Shares, Warrants , Convertible Debentures etc.)	No.	Type of security (For eg. – Shares, Warrants , Convertible Debentures etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revok e/ Invoke)	Type of security (For eg. – Shares, Warrants , Convertible Debentures etc.)	No. and % of share holding	From	To		
1	2	3	4	5	6	7	8	9	10	11	12	13	14

**Note:** “Securities” shall have the meaning as defined under 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.

Name & Signature:

Designation:

Date:

Place:

## ANNEXURE 8

### FORM D (Indicative format)

#### **SEBI (Prohibition of Insider Trading) Regulations, 2015 Regulation 7(3) – Transactions by Other connected persons as identified by the company**

##### **Details of trading in securities by other connected persons as identified by the company**

Name, PAN, CIN/DIN, & address with contact nos. of other connected persons as identified by the company.	Connection with company	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition / disposal (on market/public / rights/ preferential offer / off market/ Inter-se transfer, ESOPs etc.)
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revok e/ Invoke)	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of share holding	From	To		
1	2	3	4	5	6	7	8	9	10	11	12	13	14

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

**Details of trading in derivatives by other connected persons as identified by the company**

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.

Name:

Signature:

Place:

**ANNEXURE 9**

**ANNUAL DECLARATION OF DEALING IN SHARES OF SEAMEC LTD**

Date

To  
SEAMEC LIMITED  
Mumbai 400 093

Dear Sir,

Sub: Annual Declaration of dealing in shares of SEAMEC LTD

I hereby declare that I along with my family members have dealt with shares of SEAMEC Ltd during the financial year ended 31<sup>st</sup> March .....as given below.

<b><i>Date</i></b>	<b><i>No of Shares at the beginning of the year</i></b>	<b><i>No of Shares purchased during the year</i></b>	<b><i>No of Shares sold during the year</i></b>	<b><i>Name of the person Self/Family</i></b>	<b><i>Mode of Acquisition market / Public</i></b>	<b><i>Exchange in which trade was executed</i></b>	<b><i>No of Shares at the end of the year</i></b>

Sincerely Yours

(Employee)