

## **GHCL TEXTILES**

# **CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY DESIGNATED PERSONS**



**GHCL Textiles Limited**



# **CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY DESIGNATED PERSONS**

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**GHCL TEXTILES LIMITED - CODE OF CONDUCT TO REGULATE, MONITOR  
AND REPORT TRADING BY DESIGNATED PERSONS**

**[Regulation 9(1) read with Schedule B of the SEBI (PIT) Regulations, 2015]**

**1. SCOPE AND APPLICABILITY:**

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- 1.1 This Code of Conduct is called **“GHCL TEXTILES LIMITED – CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY DESIGNATED PERSONS”** (“the Code”).
- 1.2 This code is amended keeping in view the SEBI (PIT) (Amendment) Regulations, 2018 and shall be effective from **January 02, 2023**.
- 1.3 The Code applies to “designated persons and their immediate relatives”<sup>1</sup> as defined in this code

**2. OBJECTIVE:**

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The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, which was made effective from May 15, 2015 and as amended vide SEBI (PIT) (Amendment) Regulations, 2018 requires Board of Director of every listed Company to ensure that the Chief Executive Officer (CEO) or the Managing Director shall formulate a code of conduct to regulate, monitor and report trading by its designated persons and immediate relatives of designated persons, in securities of the Company.

The objective of the Code of Conduct on Insider Trading is to ensure protection of unpublished price-sensitive information and regulate, monitor and report trading by its designated persons and immediate relatives of designated persons.

**3. DEFINITIONS:**

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- a. **“Act”** means the Securities Exchange Board of India Act, 1992.

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<sup>1</sup> Schedule B – Para 3



- b. **“Company”** means GHCL TEXTILES Limited.
- c. **“Designated Persons”** means and include: -
- i All Promoters, Directors and Key Managerial Personnel;
  - ii Personal secretaries of Promoter Directors and Key Managerial Personnel;
  - iii Employees of the company comprise the top 2 tiers of the company’s management below the Managing Director of the Company i.e. level 12 (Sr. Vice President)
  - iv All the employees not covered above, who are working at the level of Manager or above in the following departments of the company:
    - (a) Secretarial and Legal Department;
    - (b) Finance, Accounts, Taxation MIS and IT Department;
- d. **“Trading in Securities”** means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in securities of the Company and “trade” shall be construed accordingly.
- e. **“Immediate Relative”** means a spouse of a person, and includes parents, 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;
- f. **“Insider”** means any person who is :
- (i) a connected person or
  - (ii) in possession of or having access to Unpublished Price Sensitive information;
- g. **“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 securities of the Company 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, de-listings, disposals and expansion of business and such other transactions;
  - v. Change in Key Managerial Personnel;
- h. **“Material Financial Relationship”** means a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift during the immediately preceding twelve 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.<sup>2</sup>
- i. **“Regulations”** mean the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 including any amendment or reenactment thereof.
- j. **“Securities”** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof except units of mutual fund;
- k. **“Threshold limit”** means the limit for trading in securities of the Company in any calendar quarter, as decided by the Board of Directors of the Company from time to time in line with the requirement of SEBI Insider Trading Regulations, 2015 for the purpose of making disclosure and/or obtaining pre-clearance of trades.

For the time being, the threshold limit for trading in securities of the company in a calendar quarter, whether in one transaction or a series of transactions, is Rs. 10,00,000 (ten lacs).

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<sup>2</sup> Explanation to Para 14 of Schedule B



l. “**Trading Window**” means the period during which Trading in company’s securities can be carried out.<sup>3</sup>

m. “**Trading day**” means a day on which recognized stock exchange are open for trading;”

Words and expressions used but not defined in these Regulations will have the same meaning as contained in SEBI (Prohibition of Insider Trading) Regulations, 2015 or the Securities and Exchange Board of India Act, 1992 and The Companies Act, 2013.

#### 4 COMPLIANCE OFFICER’S RESPONSIBILITIES AND DUTIES

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4.1 The Company Secretary will be the Compliance Officer and he will report to the Board of Directors of the Company and in particular, shall provide reports to Chairman of Audit Committee, if any or to the Chairman of Board of Directors at such frequency as may be stipulated by the Board of Directors but not less than once in a year.<sup>4</sup>

4.2 The Compliance Officer shall be responsible, under the overall supervision of the Board of Directors of the Company, for

- (a) compliance of policies and procedures;
- (b) maintenance of records,
- (c) monitoring adherence to the rules for the preservation of the UPSI,
- (d) monitoring of trades as per the Code and implementation of the Code,
- (e) maintaining records of the Designated Persons and their immediate relatives and
- (f) providing guidance and clarifications sought by Designated Persons regarding the Regulations and the Code<sup>5</sup>

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<sup>3</sup> Schedule B Para . no. 5

<sup>4</sup> Schedule B Para - 1

<sup>5</sup> Definition: Regulation 2(c)





4.3 The Compliance Officer shall provide reports to the Chairperson of the Audit Committee<sup>6</sup> as per *Annexure - 1*, on an annual basis in respect of trading in the securities of the Company by the Designated Persons and their Immediate Relatives, the Trading Plans, and the pre-clearance approved and rejected by the Compliance Officer.

4.4 The Compliance Officer shall discharge other functions and duties as prescribed in the Code and the Regulations.

## 5. GENERAL RESTRICTIONS:

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- (a) No Designated Person (including his/her Immediate Relatives) should Trade in the Securities of the Company at any time while in possession of, or having access to, any Unpublished Price Sensitive Information.
- (b) Designated Persons are obliged to treat UPSI with due care and they have a duty to safeguard UPSI irrespective of source of receipt of UPSI. Designated Persons shall use UPSI for the specified purpose only and it must not be used for any personal gain. No Designated Person shall communicate, provide, or allow access, or procure or cause communication of any Unpublished Price Sensitive Information, relating to the Company or its Securities, to any person, except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

However, designated person may avail exemptions as prescribed in Regulation 4 of SEBI (PIT) Regulations, 2015.

(c) **Determination of Legitimate Purpose**

The term “legitimate purpose” includes sharing of UPSI in the ordinary course of business with Company’s collaborators, lenders including prospective lenders, customers, suppliers, merchant bankers, legal advisors, auditors, credit rating

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<sup>6</sup> Schedule B: Para - 1



agencies, insolvency professionals or other advisors, service providers or consultants; provided that such sharing of UPSI has not been carried out to evade or circumvent the prohibitions of the Regulations.

Whether sharing of UPSI for a particular instance tantamount to 'legitimate purpose' would entirely depend on the facts and circumstances of each case. Primarily, the following factors shall be considered while sharing the UPSI:

- (i) whether sharing of such UPSI is in the ordinary course of business of the Company;
- (ii) whether sharing of such UPSI is in the interests of the Company or in furtherance of a genuine commercial purpose; and
- (iii) whether the nature of UPSI being shared is commensurate to the purpose for which access is sought to be provided to the recipient.

Any person who is in receipt of UPSI pursuant to a "legitimate purpose" shall be considered as Insider for the purpose of Regulations and due notice shall be given to such persons to maintain confidentiality of such UPSI in compliance with the Regulations as prescribed in *Annexure - 2*.

- (d) *Circumstances when UPSI can be communicated, provided, allowed access to or procured subject to execution of confidentiality and Non-disclosure Agreement pursuant to requirement of Regulation 3(3) read with 3(4) of the SEBI (PIT) Regulations, 2015.*

Notwithstanding anything contained in Regulation 3, an unpublished price sensitive information may be communicated, provided, allowed access to or procured, in connection with a transaction that would

- (i) entail an obligation to make an open offer under the takeover regulations where the board of directors of the company is of informed opinion that sharing of such information is in the best interests of the company;
- (ii) not attract the obligation to make an open offer under the takeover regulations but where the board of directors of the company is of informed opinion that 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;

In order to ensure the confidentiality of the information shared / provided hereinabove, the Board of Directors shall require the parties to execute agreements to contract “*confidentiality and non-disclosure obligations*” on the part of such parties and such parties shall keep information so received confidential, except for the purpose of sub-regulation (3) of Regulation 3, and shall not otherwise trade in securities of the company when in possession of unpublished price sensitive information. The draft confidentiality and non-disclosure agreement is given in *Annexure - 3*

**(e) Maintenance of Structured Digital Database:**

The Board of Directors shall ensure that a *structured digital database*<sup>7</sup> is maintained containing the names of such persons or entities as the case may be with whom information is shared under Regulation 3 along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available. Such databases shall be maintained with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

## **6. PRESERVATION OF UNPUBLISHED PRICE SENSITIVE INFORMATION AND CHINESE WALL PROCEDURES**

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- (a) All the Designated Person must maintain confidentiality of all Unpublished Price Sensitive Information (UPSI) coming into their possession or control. In the event any person, who is not a Designated Person, is required to be wall – crossed i.e. brought over the Chinese Wall in order to obtain access to the UPSI for a specific purpose, prior approval of the Managing Director should be sought. The Managing Director shall consider whether such person being wall-crossed, is being provided UPSI on a need – to – know basis. Further, information shared with such wall –

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<sup>7</sup> Regulation 3(5)



crosser should be limited to the specified transaction or purpose for which their assistance is required.<sup>8</sup>

- (b) All persons who have wall-crossed should be notified that he / she would be considered to be a Designated Person under this Code and consequently, required to comply with all applicable provisions of the Code and Regulations, till such information remains UPSI.
- (c) UPSI is to be handled on a "need to know" basis. It should be disclosed only to those who need the information to discharge their duty and possession of UPSI by them will not give rise to a conflict of interest or misuse of UPSI.
- (d) Files containing UPSI shall be kept secured with restricted access and computer files containing UPSI should be protected with the help of login, passwords, etc.
- (e) In case of any transaction(s) involving UPSI, the Managing Director shall identify the Designated Person(s) who shall have access to any inside information relating to such sensitive transaction(s). While dealing with such inside information, these Designated Persons shall, to the extent applicable, adhere to the provisions of this Clause 6.

## **7. PREVENTION OF MISUSE OF UNPUBLISHED PRICE SENSITIVE INFORMATION**

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All Designated Persons and their Immediate Relatives shall be subject to Trading restrictions as stated below:

### **a) Trading Window**

The Designated Persons and their Immediate Relatives shall Trade in the Securities of the Company only when the Trading Window is open. However, the restrictions of Trading Window norms shall not be applicable for Trades carried out in accordance with para 4 of Schedule B read with regulation 4 of SEBI (PIT) Regulations, 2015.

### **b) Prohibition on Trading in Securities of the Company**

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<sup>8</sup> Schedule B – Para 2 & 15



Designated Persons and their Immediate Relatives shall not Trade in the Securities of the Company:

- (i) during the Prohibited Period (as defined below) or
- (ii) at any time (even when the Trading Window is open) if in possession of UPSI.

c) **“Prohibited Period”/ “Window Closure”** means:

- (i) a period from the end of every financial year till 48 hours after declaration of unaudited/ audited annual financial results;
- (ii) a period from the end of every quarter till 48 hours after declaration of unaudited/ audited quarterly financial results; and
- (iii) any period when the Compliance Officer otherwise has reasons to believe that Designated Persons can reasonably be expected to have possession of UPSI. However, where such UPSI is proposed to be considered at a meeting of the Board of Directors of the Company, such period shall, as far as practicable, commence at least 7 days before such meeting of the Board of Directors. The Compliance Officer shall determine the timing for re-opening the Trading Window taking into account various factors including UPSI in question becoming Generally Available Information and being capable of assimilation by the market, which in any event shall not be earlier than 48 hours after the information becomes Generally Available Information.

d) The intimation about the Prohibited Period shall be given by the Compliance Officer, wherever required, through e-mail, circular and/ or posting on the website of the Company, etc.

## 8. PRE-CLEARANCE OF TRADES

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8.1 **Condition for Pre-clearance** is stated hereunder:

- (a) All Designated Persons including their Immediate Relatives intending to Trade in the Securities of the Company up to the Threshold Limit fixed as aforesaid may do so without any clearance from the Compliance Officer.





- (b) While calculating the Threshold Limit, the cumulative value of the Securities of the Company Traded, whether in one transaction or series of transactions, during a calendar quarter by the Designated Person and his /her Immediate Relatives shall be taken into account.
- (c) Where the Trading Window of the Company is open, the Designated Persons including their Immediate Relatives intending to Trade in the Securities of the Company in excess of the Threshold Limit, shall pre-clear the transactions, provided that the pre-clearance of Trade is not required for a Trade executed as per a trading plan which has been approved under this Code.

**8.2 Procedure for pre-clearance of Trades is stated hereunder:**

- a) The Designated Person should make an application in the prescribed form, as per **Annexure - 5** to the Compliance Officer indicating the estimated number and value of Securities of the Company that such Designated Person (or his / her Immediate Relative) intends to Trade in and such other details as may be required in this behalf along with undertaking.
- b) The Designated Person shall execute an undertaking in favour of the Company incorporating therein inter-alia, the following clauses, as may be applicable:
  - (i) that such Designated Person (including his/ her Immediate Relatives) does not have any access to or has not received and is not in possession of any Unpublished Price Sensitive Information upto the time of signing the undertaking;
  - (ii) that in case such Designated Person (including his/ her Immediate Relatives) has access to or receives Unpublished Price Sensitive Information after the signing of the undertaking but before the execution of the transaction such Designated Person shall inform the Compliance Officer of the change in the position and that such Designated Person (including his/ her Immediate Relatives) would completely refrain from Trading in the Securities of the Company till the time such information becomes Generally Available Information;
  - (iii) that the Designated Person (including his / her Immediate Relatives) has not contravened the Code; and
  - (iv) that the Designated Person has made a full and true disclosure in the matter.



- c) Prior to approving any Trades, the Compliance Officer shall have regard to whether the declaration given by the Designated Person, to the effect that he / she is not in possession of any Unpublished Price Sensitive Information, is reasonably capable of being rendered inaccurate<sup>9</sup>.
- d) The Designated Persons and their Immediate Relatives shall execute their transactions in respect of Securities of the Company within 7 Trading Days from the date of pre-clearance after which pre-clearance will lapse. Thereafter, a fresh pre-clearance will be needed for the Trades to be executed.
- e) Where a Trade is not executed after obtaining pre-clearance from the Compliance Officer, the concerned person shall intimate the same to the Compliance Officer within 2 (two) Trading Days after the expiry of 7 (seven) Trading Days from the date of pre-clearance by the Compliance Officer, as per **Annexure 7**.
- f) In case the Compliance Officer or his/her Immediate Relatives intend to Trade in the Securities of the Company in excess of the Threshold Limit, he/she shall obtain pre-clearance for the same from the Managing Director of the Company, as per the pre-clearance procedure under this Code.
- g) Such pre-clearance shall not in any way be deemed to be confirmation of compliance with the Takeover Code, if applicable. The person seeking pre-clearance shall be solely responsible for compliance with the provisions of the Takeover Code, if applicable.

## 9. RESTRICTIONS ON CONTRA TRADE AND DERIVATIVE TRANSACTIONS

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- (a) The Designated Persons and their Immediate Relatives shall not enter into a contra Trade during the next six months following a Trade; provided that the contra Trade restrictions shall not be applicable to the following:
  - (i) Trades pursuant to exercise of stock options; and
  - (ii) Trades carried out in accordance with a trading plan approved under this Code.

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<sup>9</sup> Schedule B: Para 8.





**For example:** If 'X' or any of his Immediate Relatives buy Securities of the Company on January 1, 2023, then 'X' and his Immediate Relatives shall not sell any Securities of the Company until July 1, 2023 and vice versa.

The Compliance Officer may grant relaxation from strict application of such restriction on an application made in this behalf by the concerned Designated Person and after recording in writing the reasons in this regard; provided that such relaxation does not violate the Regulations.

In case a contra Trade is executed, inadvertently or otherwise, in violation of the aforesaid restriction, the profits from such Trade shall be liable to be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the SEBI Act<sup>10</sup>.

- (b) The Designated Persons and their Immediate Relatives shall not take any positions in derivative transactions in the Securities of the Company at any time.

## 10. FORMULATION OF TRADING PLAN: (OPTIONAL)

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10.1. A Designated Person who may be perpetually in possession of UPSI, and his / her immediate relatives shall have an option to formulate trading plan as per **Annexure – 8** and present the same to Compliance Officer for approval and public disclosure pursuant to which trades may be carried out on his behalf in securities of the company..

10.2 Such trading plan shall

- (a) not entail commencement of trading in securities of the Company on behalf of the Designated Person and / or his / her immediate relatives earlier than 6 months from public disclosure of plan.
- (b) not entail trading in securities of the company for the period between 20<sup>th</sup> trading day prior to last day of any financial period for which

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<sup>10</sup> Schedule B: Para 10



results are required to be announced by the Company and 2<sup>nd</sup> Trading Day after the disclosure of such financial result.

- (c) entail trading in securities of the Company for a minimum period of 12 months.
- (d) not entail overlap of any period for which another Trading Plan is already in existence.
- (e) set out either the values of trades to be effected in securities of the Company or number of securities to be traded along with the nature of trade and the intervals at or dates on which such trades in the securities of the company shall be affected.
- (f) not entail trading in securities of the company for market abuse. It is to be noted that trading on the basis of such a trading plan would not grant absolute immunity from bringing proceedings for market abuse. For instance, in the event of manipulative timing of the release of unpublished price sensitive information to ensure that trading under a trading plan becomes lucrative in circumvention of regulation 4 being detected, it would be open to initiate proceedings for alleged breach of SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003.

10.3 Compliance officer shall review the trading plan to assess whether the plan would have any potential for violation of the Code or the Regulation 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.

10.4 The trading plan once approved shall be irrevocable and the Designated Person (including his / her immediate Relatives) 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 trading plan.

However the implementation of the trading plan shall not be commenced if any unpublished price sensitive information in possession of the Designated Person



and / or Immediate Relatives 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, in compliance with the Regulations.

- 10.5 On approval of trading plan, the Compliance officer shall notify the plan to the Stock Exchanges on which securities are listed.

## 11. DISCLOSURES AND REPORTING REQUIREMENTS

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The disclosures required to be made by a person under this provision shall include details of Trades by such person's Immediate Relatives, wherever applicable.

### 11.1 Initial Disclosure

The Designated Persons shall make following disclosures to the Compliance Officer:

- (a) Within 30 (thirty) days from the date on which the Regulations come into force, the details of Securities of the Company held by them and their Immediate Relatives, as per **Annexure – 11**.
- (b) Within **90** days from the date on which the Code come into force, one time disclosure about Educational Qualification, Past Employers, etc., wherever applicable, as per **Annexure – 9**.
- (c) Within 7 (seven) days of his / her appointment as or becoming a Designated Person:
  - i. the details of Securities of the Company held by them and their Immediate Relatives, as per **Annexure – 12**;
  - ii. One time disclosure about Educational Qualification, Past Employers, etc., wherever applicable, as per **Annexure – 9**.



## 11.2 Continual Disclosure

- a. Every Designated Person shall disclose to the Compliance Officer, the number of Securities of the Company acquired or disposed of, within 2 (two) Trading Days of such transaction, if the aggregate value of Securities of the Company Traded, whether in one transaction or a series of transactions over any calendar quarter, exceeds Rs. 10 lakhs or such other value as may be specified by SEBI in this regard<sup>11</sup>. Such disclosure shall be made as per **Annexure – 13**.
- b. The Designated Persons shall forward to the Compliance Officer,
  - i. Quarterly statement of transactions in Securities of the Company as per **Annexure – 10** within a *period of 15 (fifteen) days from the end of a calendar quarter*. If there is no transaction in a particular quarter, the "Nil" statement is not required to be submitted.
  - ii. An Annual statement of holdings in the Securities of the Company within 30 (thirty) days of the close of financial year as per **Annexure - 10**.
  - iii. The details of Immediate Relatives and persons with whom such Designated Person shares a Material Financial Relationship, within 30 days of close of every financial year and within 15 days of any change in such information as submitted to the Company, as per **Annexure - 9**.

## 12. MISCELLANEOUS

- i. The gap between clearance of financial results by the Audit Committee and Board of Directors meeting for approval of such financial results should be as narrow as possible and preferably on the same day to avoid leakage of UPSI.
- ii. The Board of Directors of the Company shall have power to modify or replace this Code in part or full as may be thought fit from time to time in its absolute discretion.

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<sup>11</sup> Regulation 7(2)





- iii. The decision of the Board of Directors with regard to all matters relating to this Code will be final and binding on all concerned.
- iv. In case any provisions of this Code are contrary to or inconsistent with the provisions under the Regulations, the provisions of Regulations shall prevail.

### 13. Formats:

13.1 Every Designated Person will adhere to the following reporting formats as given herein below:

Sl. No.	Particulars	Purpose / Time Line	Annexure Reference
1.	Format for reporting to the Chairman of the Audit Committee on trading done by the designated person. <b>[Para 1 of Schedule B of SEBI (PIT) Regulations, 2015]</b>	Half Yearly  <i>[Para 4.3 of the GHCL TEXTILES Code of Conduct on Insider Trading]</i>	Annexure – 1
2.	Due notice to be given to the person who receives information for the “legitimate purpose” and obligated to maintain confidentiality.  <b>[Regulation 3(2B) of SEBI (PIT) Regulations, 2015]</b>	As and when confidential information is shared.  <i>[Para 5(c) of the GHCL TEXTILES Code of Conduct on Insider Trading]</i>	Annexure -2
3.	Notice for maintaining confidentiality to be given to all employees and other persons who has have access to UPSI or whom UPSI is shared.  <b>[Regulation 9A(2) (d) of the SEBI (PIT) Regulations, 2019]</b>	As and when employees have access to UPSI or shared UPSI on need to know basis to other person  <i>[Para 6(b) of the GHCL TEXTILES Code of Conduct on Insider Trading]</i>	Annexure -3
4.	Confidentiality Agreement / Intimation with Persons to whom UPSI is disclosed for Legitimate Purpose  <b>[Regulation 3(4) of SEBI (PIT) Regulations, 2015]</b>	As and when confidential information is shared to such person.  <i>[Para 5(d) of the GHCL TEXTILES Code of Conduct on Insider Trading]</i>	Annexure -4





5.	Application for pre-clearance of trades in securities of GHCL TEXTILES Limited  [Schedule B – Para 6 & 11 of SEBI (PIT) Regulations, 2015 ]	Prior Approval  [Para 8 of the GHCL TEXTILES Code of Conduct on Insider Trading]	Annexure – 5
6.	Letter of approval/ pre-clearance order from compliance officer of GHCL TEXTILES Limited  [Para 9 & 10 of Schedule B, Regulation 7(2A) of SEBI (PIT) Regulations, 2015	After due consideration of Window Closure and other material facts.	Annexure - 6
7.	Intimation to the Compliance Officer on non-execution of Trade after taking prior approval  [Para 11 of Schedule B of SEBI (PIT) Regulations, 2015]		Annexure - 7
8.	Application for trading plan  [Regulation 5 of SEBI (PIT) Regulations, 2015]	After examination of all facts and circumstances and probability of possession of UPSI by the applicant  [Para 10 of the GHCL TEXTILES Code of Conduct on Insider Trading]	Annexure - 8
9.	Initial / Annual Disclosure by the Designated Person on Material Financial Relationship  [Para 14 of Schedule B of SEBI (PIT) Regulations, 2015]	As mentioned in the Para 11 of the Code	Annexure - 9
10.	Quarterly / Annual Statement of transactions cum holding in Securities of the Company  [Para 11 of Schedule B of SEBI (PIT) Regulations, 2015]	<ul style="list-style-type: none"> <li>• Quarterly disclosure - within 15 days of end of quarter</li> <li>• Annual disclosure – within 30 days of closure of financial year.</li> </ul>	Annexure - 10
11.	Form A – Initial disclosure to the company by Promoter, KMP, Director, designated person and their relatives.  [Regulation 7(1)(a) read with Regulation 6(2) - Initial Disclosure to the Company]	Within 30 days of applicability of the Regulations.	Annexure - 11



12.	Disclosure on becoming a director/KMP/Promoter  <b>[Regulation 7(1)(b) read with Regulation 6(2)]</b>	Within 7 days	Annexure - 12
13.	<b>FORM C - Continual Disclosure</b>  [Regulation 7(2) read with Regulation 6(2)- Continual Disclosure]	Within two trading days	Annexure - 13
14.	FORM D - Transactions by Other connected persons as identified by the company  <b>[Regulation 7(3)]</b>	Para	Annexure - 14
15.	<b>Reporting to SEBI on Violation of Code of Conduct</b>  <i>For listed company: Scheduled B read with Regulation 9(1) of SEBI (Prohibition of Insider Trading ) Regulations, 2015]</i>	Promptly  [Para 14 of Code of conduct of GHCL TEXTILES Limited on Insider Trading]	Annexure - 15

13.2 The Company will maintain records of the declarations in the appropriate forms given by the Designated Person for a minimum **period of five years<sup>12</sup>**.

#### 14. PENALTY FOR CONTRAVENTION OF THE CODE:

14.1 Any Designated person who trades in securities or communicates any information for trading in contravention of this Code will be penalized and the Company will take appropriate action. The quantum of penalty will be decided by the Board on case to case basis, to whom the Managing Director and the Compliance Officer will report such violations..

14.2. If Designated person who is permitted to trade executes a contra- trade within 6 months THE PROFITS FROM SUCH TRADE SHALL BE LIABLE TO BE DISGORGED FOR REMITTANCE TO THE BOARD (SEBI) FOR CREDIT TO INVESTOR

<sup>12</sup> Regulation 6(4)



PROTECTION AND EDUCATION FUND ADMINISTERED BY BOARD UNDER  
THE ACT.

- 14.3 A Designated Employee of the Company who violates this Code, in addition to the above, will also be subject to disciplinary action by the Company, which may include wage freeze, suspension, recovery, clawback etc.<sup>13</sup>.
- 14.4 The action taken by the Company will not preclude SEBI from taking any action in case of violation of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.

**15. INFORMATION TO SEBI IN CASE OF VIOLATION**

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In case it is observed by the Company that there has been a violation of SEBI (Prohibition of Insider Trading) Regulations, 2015, the Company shall inform the SEBI promptly<sup>14</sup>.

**16. PROTECTION TO THE EMPLOYEE AGAINST RETALIATION AND  
VICTIMISATION**

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This code ensure protection, to the employee of the company, who files a Voluntary Information Disclosure Form as prescribed in Schedule D of Regulation 7B of SEBI (PIT) Regulations, 2015 as amended vide notification dated September 17, 2019, against any discharge, termination, demotion, suspension, threats, harassment or discrimination, directly or indirectly.

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<sup>13</sup> Schedule B point. no. 12

<sup>14</sup> Schedule B point. no. 13



***Annexure -1*****FORMAT FOR REPORTING TO THE CHAIRMAN OF AUDIT COMMITTEE ON TRADING DONE  
BY DESIGNATED PERSON****[Para 1 of Schedule B of SEBI (PIT) Regulations, 2015]**

- a. Details of Trading plans submitted by Insiders;
- b. Details of pre-clearances given by the compliance officer and trades made as against them;
- c. Details of non-compliances, violation of the Regulations, contravention with the Code and Regulations such as trades without pre-clearances, contra trades, leakage of UPSI etc.;
- d. Report on the functioning of Internal Committee to investigate the leakage of UPSI as a part of internal control process;
- e. Creation/Revocation/Release of pledge of Securities
- f. Changes made in the Code of Conduct / Fair Disclosures
- g. Any other matter, the Compliance Officer considers material to be brought to the Notice of the Audit Committee/ Board of Directors of the Company



**Annexure -2****DUE NOTICE TO BE GIVEN TO THE PERSON WHO RECEIVES INFORMATION FOR THE  
“LEGITIMATE PURPOSE”<sup>15</sup> AND OBLIGATED TO MAINTAIN CONFIDENTIALITY  
[Regulation 3(2B) of SEBI (PIT) Regulations, 2015]**

Date:

To  
-----

Kind Attn:

Dear Sir,

This has reference to ----- (“Purpose”). As you are aware, the information being shared with ----- (“Recipient”) and / or its partners, employees, representatives or agents (“**Representatives**”) in connection with the Purpose includes Unpublished Price Sensitive Information (UPSI).

In pursuance of the provisions of Regulation 3(2B) and other applicable provisions of Securities and Exchange Board of India (Prohibition of Insider Trading Regulations), 2015 (“**PIT Regulations**”), we hereby advise you that the confidentiality of the information shared / to be shared by the Company or its employees with Recipient or your Representatives or otherwise obtained by Recipient and / or Representatives in connection with the Purpose, should be maintained in compliance with the PIT Regulations.

Please note that the period for which UPSI is shared is or the information is expected to be UPSI as such is from DD/MM/YYYY to DD/MM/YYYY.

Thanking You,

Yours’ Sincerely,

For GHCL Textiles Limited

Compliance Officer / Authorised Person

The above is system generated communication and requires no signature.

<sup>15</sup> For the purpose of illustration, the term “*legitimate purpose*” shall include sharing of unpublished price sensitive information in the ordinary course of business by an insider with *partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants*, provided that such sharing has not been carried out to evade or circumvent the prohibitions of these regulations





**Annexure -3**

**Notice for maintaining confidentiality to be given to all employees and other persons who has have access  
to UPSI or whom UPSI is shared  
[Regulation 9A(2) (d) of the SEBI (PIT) Regulations, 2019]**

Date: -----

Mr. -----

[Designation]  
-----

**Notice under the provisions of Securities and Exchange Board of India (Prohibition of Insider Trading)  
Regulations, 2015**

This has reference to the “Code of Conduct to Regulate, Monitor and Report Trading in Securities of the Company”(“Code”) circulated to you and Regulation 9A(2)(d) of the provisions of Securities and Exchange Board of India (Prohibition of Insider Trading Regulations), 2015 (“Regulations”).

You being a Designated Person under the Code, we hereby advise you to abide by the Code and keep the Unpublished Price Sensitive Information (as defined in Code and Regulations) which comes in your possession or knowledge, as strictly confidential and handle it in accordance with the requirements of the Code and Regulations.

Thanking You,

Yours’ Sincerely,

**for GHCL Textiles Limited**

**Compliance Officer/ Information Provider**



## Annexure -4

### Confidentiality Agreement / Intimation with Persons to whom UPSI is disclosed for Legitimate Purpose [Regulation 3(4) of SEBI (PIT) Regulations, 2015]

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is executed at \_\_\_\_\_ (name of the city) on this \_\_\_\_\_ (day) of \_\_\_\_\_ (month) of \_\_\_\_\_ (year).

#### BY AND BETWEEN:

**GHCL Textiles Limited**, a company incorporated with CIN \_\_\_\_\_ and having its registered office at GHCL House, opposite Punjabi Hall, Navrangpura, Ahmedabad Gujarat (hereinafter referred to as the "**Disclosing Party**"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

AND

Mr./Mrs. \_\_\_\_\_, aged \_\_\_\_\_, having permanent account number \_\_\_\_\_ and residing at \_\_\_\_\_ (hereinafter referred to as the "**Recipient**") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his or her legal heirs and authorised representatives.)

The Disclosing Party and the Recipient shall individually be referred to as a "**Party**" and collectively be referred to as the "**Parties**".

#### RECITALS

- A. The Disclosing Party is a limited company whose securities are listed.
- B. The Recipient is \_\_\_\_\_ (**indicate the relationship of the Recipient with the Disclosing Party**)
- C. In connection with \_\_\_\_\_ (indicate the legitimate purpose for which the UPSI is being provided).
- D. Pursuant to the legitimate Purpose, the Parties are entering into this Agreement in order to record the terms and conditions on the basis of which the Disclosing Party will provide the Confidential Information to the Recipient for ensuring the confidentiality thereof.

**NOW THEREFORE, IN CONSIDERATION OF THE BELOW MENTIONED CONDITIONS AND COVENANTS, THE ADEQUACY OF WHICH THE PARTIES ACKNOWLEDGE, IT IS AGREED AS FOLLOWS:**

1. "**Confidential Information**" shall mean all confidential and proprietary, technical, financial, business information, and processes or methodologies of the Disclosing Party or of \_\_\_\_\_ [If information is being shared in respect of a party other than the Disclosing Party, please specify the name of such entity.], disclosed by the Disclosing Party to the Recipient on or after the date of this Agreement in connection with the legitimate Purpose in whether verbal, written, graphics, visual or electronic mode, which is or may be related in any way to the business or any material or non-material fact not publicly released, whether marked as confidential or not.
2. The Recipient:
  - (i) Shall hold in strict confidence and shall not disclose any Confidential Information to any person whatsoever. The Recipient shall use such Confidential Information only for the evaluation and/or the legitimate purpose and shall not use or exploit such Confidential Information solely for its own benefit or the benefit of another without the prior written consent of the Disclosing Party.
  - (ii) And the spouse of such Recipient and parents, siblings and children of such Recipient or of the spouse, who are either financially dependent on the Recipient or consult the Recipient in taking decisions relating to trading in securities its ("**Immediate Relatives**") shall take all measures to



protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information.

- (iii) At any time upon the Disclosing Party's written request, shall promptly destroy all documents (or copies thereof) containing Confidential Information provided to it or created by it during the term of this Agreement without retaining any copies thereof.
- (iv) Agree not to (without obtaining the Disclosing Party's prior written consent) disclose the Disclosing Party's interest, participation or involvement in the evaluation of, discussions or negotiations undertaken in connection with the legitimate purpose in any manner whatsoever.
- (v) agrees not to disclose any Confidential Information to its Immediate Relatives unless such relative has also executed a similar agreement with the Company.

**3. Limitation**

The Recipient shall have no further obligations, if such Confidential Information:

- (a) is already in the public domain at the time of the Disclosing Party's communication thereof to the Recipient; or
  - (b) has entered the public domain through no fault of or breach by the Recipient, of any contractual obligation, subsequent to the time of the Disclosing Party's communication thereof to the Recipient; or
  - (c) is required to be disclosed by the Recipient to comply with applicable laws or government regulations, order of a court or judicial/regulatory authority; provided that the Recipient seeks the consent of the Disclosing Party for such disclosure and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.
- 4. The Recipient agrees that the Disclosing Party shall remain the exclusive owner of the Confidential Information.
  - 5. The Recipient acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of the Confidential Information and the Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
  - 6. The Recipient acknowledges that some or all of the Confidential Information disclosed under this Agreement may constitute "unpublished price sensitive information" under applicable law. Consequently, each of the Recipient and its representatives that have had access to the Confidential Information may be deemed to be an "Insider" under applicable law. The Recipient agrees and acknowledges that it is obligated to and shall ensure that its Representatives are compliant with applicable law in respect of the Confidential Information disclosed by the Disclosing Party to the Recipient.
  - 7. The Recipient shall indemnify and hold harmless the Disclosing Party for and against any and all claims, actions, demands, proceedings, damages, losses, fees, penalties, expenses, costs (including attorneys' and advisors costs) and liabilities arising out of or in connection with any breach of this Agreement by the Recipient.
  - 8. The obligations under this Agreement shall survive in perpetuity.
  - 9. **Miscellaneous.**

- (a) This Agreement supersedes all prior agreements, (if any) written or oral, between the Disclosing Party and the Recipient relating to the Legitimate Purpose or subject matter of this Agreement.
- (b) No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialled by all the signatories to this Agreement.
- (c) If any clause of this Agreement or the application of such clause is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.



- (d) This Agreement shall be construed and interpreted in accordance with the laws of India and courts in Ahmedabad shall have exclusive jurisdiction to resolve or adjudicate in respect of any differences/ disputes that may arise from or under this Agreement.

IN WITNESS WHEREOF, the signatories have executed this Agreement as on the day and the year first hereinbefore written.

Signed Sealed and Delivered

For and on behalf of

**GHCL Textiles Limited**

Signature

Name

Designation

Home Textiles / Yarn

=====

*Accepted and signed by other party*

*Signature*

*Name*

*Designation*

*Mobile No.*

*Email ID*

=====

=====



**APPLICATION FOR PRE-CLEARANCE OF TRADES IN SECURITIES OF GHCL TEXTILES LIMITED**

**[ Schedule B – Para 6 & 11 of SEBI (PIT) Regulations, 2015 ]**

To  
**The Compliance Officer**  
**GHCL TEXTILES LIMITED**

Dear Sir,

**Subject: Application for Pre-clearance of trade in securities of the Company**

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and Code for Prevention of Insider Trading of the company, I seek approval for purchase/sale/ subscription/ pledge of the Securities of the Company as per the details given below:

1.	Name of the applicant	
2.	Details of Applicants i. Designation ii. Employee Code iii. Residential Address iv. PAN Number v. Mobile Number vi. Email Id	
3.	Whether approval is sought for and on behalf of immediate relative ? If yes. provide details of relative i. Name ii. PAN Number of immediate relative and iii. Relationship with the applicant	
4.	Number of securities held as on date	
5.	Folio No. / DP ID / Client ID No.	
6.	The proposed approval is sought for (a) Purchase of securities (b) Subscription to securities (c) Sale of securities (d) Pledge of securities (e) any other kind of encumbrances (please specify)	
7.	Proposed date of trading in securities	
8.	Estimated number of securities proposed to be purchased/subscribed/sold/pledge	
	When did you trade in securities of the company in recent past (give details) i. Date of Purchase or sale ii. Number of securities purchased or sold iii. Total Sale or purchase consideration iv. Whether you sought approval for above transaction or not. If Yes. Then give details of previous approval.	
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 :

### UNDERTAKING

With reference to my application for pre-clearance of trades in securities, I solemnly confirm and declare:

- (i) **THAT** I do not have access and /or have not received any “Unpublished Price Sensitive Information (UPSI)” up to the time of signing the undertaking and in case I have access to UPSI, then I am eligible for trading while in possession of UPSI by availing the exemptions as provided by the SEBI (PIT) Regulations, 2015.
- (ii) **THAT** in case I have access to or receive UPSI after the signing of the undertaking but before the execution of the transaction, I shall inform the Compliance Officer of any change in my position and **THAT** I shall refrain from dealing in the securities of the Company till the time such information becomes public.
- (iii) **THAT** I have not contravened the Code for Prevention of Insider Trading in GHCL Textiles Limited Equity shares / securities, as notified by the Company from time to time.
- (iv) **THAT** I am aware that, I shall be liable to face penal consequences as set forth in the Code including disciplinary action under the Code of the Company, in case the above declarations are found to be misleading or incorrect at any time.
- (v) **THAT** I have made a full and true disclosure in this regard to the best of my knowledge and belief.
- (vi) **THAT** I hereby undertake not to transact in securities in the sanctioned period in case trading window is declared closed subsequently.
- (vii) **THAT** I hereby undertake not to make contra trade transactions in the securities of the company during next six months from the date of my last transaction.

Pre-clearance may kindly be accorded in terms of provisions of the Code for Prevention of Insider Trading of the company.

Date.....

Signature.....

Place.....

Name & Designation.....

### **FOR OFFICE USE**

Serial number of the application received \_\_\_\_\_  
Date & time of receipt of the Application \_\_\_\_\_  
Date & time of communication of the pre-clearance or otherwise \_\_\_\_\_  
Reasons for not giving pre-clearance \_\_\_\_\_

**Signature of the Compliance Officer /Authorised Officer**



## Annexure -6

### LETTER OF APPROVAL/ PRE-CLEARANCE ORDER FROM COMPLIANCE OFFICER OF GHCL TEXTILES LIMITED

Date:

To:

Mr./Mrs \_\_\_\_\_

Employee Code No: \_\_\_\_\_

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

Dear Sir / Madam

Subject: **Pre-clearance of transaction in Company's Securities / or Disapproval**

Ref : **Your application dated \_\_\_\_\_ for pre-clearance of transaction for \_\_\_\_\_ shares of the Company in your name / in the name of \_\_\_\_\_.**

With reference to your above application, seeking pre-clearance for undertaking certain transaction in securities of the Company, we hereby accord our approval/disapproval to the proposed transaction as detailed in your said application.

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

You may kindly note that the aforesaid transaction will be executed **within seven trading days**<sup>16</sup> from the date of receipt of this approval letter, failing which, an application seeking pre-clearance to the proposed transaction together with undertaking in the prescribed format, will be made afresh.

Further, you are required to file the details of the executed transactions in the prescribed format **within two working days**<sup>17</sup> from the date of the transaction/ deal.

You may kindly note that after the aforesaid transaction, you will not enter into an opposite or contra trade during the next **six months**<sup>18</sup> from the date of the aforesaid transaction.

Thanking you,

Yours faithfully,

For GHCL Textiles Limited

Compliance Officer

## Annexure -7

### **Intimation to the Compliance Officer on non-execution of Trade after taking prior approval**

[Para 11 of Schedule B of SEBI (PIT) Regulations, 2015]

To

**The Compliance Officer  
GHCL Textiles Limited**

Basic information must be filled by Designated Person		
a.	PAN Number	
b.	Mobile Number	
c.	Email ID	
d.	Designation	
e.	Employee Code	
f.	Home Textiles/ Yarn	

Dear Sir,

<sup>16</sup> Para 9 of Schedule B

<sup>17</sup> Regulation 7(2)(a) of SEBI (PIT) Regulations, 2015

<sup>18</sup> Para 10 of Schedule B



I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of the Company hereby inform that I / my immediate relative have not traded in securities of the company after taking your approval due to reason mentioned below.

- (a) After receiving pre-clearance of trade, I am in possession of unpublished price sensitive information.
- (b) Seven days period expires from the date of approval received from the compliance officer due to my travel plan or other business commitment.
- (c) I have deferred the trading in the securities of the company for the time being due to other financial commitment and shall seek prior approval when intend to do the trading in securities of the company in future.

The details of the approval taken are given below:		
(a)	Date of application made for seeking prior approval	
(b)	Number of Securities for which application for Prior Approval was made	
(c)	Date of approval received from the compliance officer	
(d)	Prior Approval taken for Sale / Purchase / subscription / pledge in securities of the company	

I hereby declare that all the information mentioned above are true and correct.

Signature of the Applicant

Name of the Applicant



**APPLICATION FOR TRADING PLAN**
**[Regulation 5 of SEBI (PIT) Regulations, 2015]**

To  
The Compliance Officer  
GHCL Textiles Limited

Basic information must be filled by Designated Person	
a.	PAN Number
b.	Mobile Number
c.	Email ID
d.	Designation
e.	Employee Code
f.	Home Textiles/ Yarn

Dear Sir,

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of the Company hereby submit the trading plan with respect to dealing in securities of the Company for a total period of 12 months from \_\_\_\_\_ to \_\_\_\_\_.

DP ID/Client ID / Folio No	Type of security	No. of Securities held (as on date)	Nature of Trade (Buy/Sell)	Proposed Date/time period of trade	No. /total amount of securities proposed to be traded

With respect to the above trading plan, I hereby undertake that I shall:

- I. Not entail commencement of trading on behalf of the insider earlier than 6 months from the public disclosure of the plan.
- II. Not entail trading for the period between the 20<sup>th</sup> trading day prior to the last day of any financial period for which results are required to be announced by the Company and the second trading day after the disclosure of financial results for the said period;
- III. Seek information from the compliance officer for not commencing the trading as per above plan if the Unpublished Price Sensitive Information which is in my possession at present, do not come into public domain till the time of commencement of trading plan & shall defer the commencement of trading plan till such information becomes generally available.
- IV. Not tender any other trading plan for the period for which the above trading plan is already in force; and
- V. Not entail trading in securities for market abuse

Date.....

Signature.....

Place.....





## Annexure -9

### Initial / Annual Disclosure by the Designated Person on Material Financial Relationship

[Para 14 of Schedule B of SEBI (PIT) Regulations, 2015]

To  
The Compliance Officer  
GHCL Textiles Limited

Basic information must be filled by Designated Person		
a.	PAN Number	
b.	Mobile Number	
c.	Email ID	
d.	Designation	
e.	Employee Code	
f.	Home Textiles/ Yarn	

Dear Sir,

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of the Company hereby provide following information in line with the requirement of Para 14 of Schedule B of SEBI (Prohibition of Insider Trading) Regulations, 2015 for the year ended March 31.....

Sl. No.	Particulars	Information																								
1.	Name of Immediate Relative and person with whom I have " <i>material financial relationship</i> " <sup>19</sup> .																									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sl. No.</th><th style="width: 35%;">Particulars</th><th style="width: 20%;">Details of Immediate Relatives</th><th style="width: 40%;">Details of person with whom designated person has material financial relationship i.e. upto 25% of annual income of payer by way of loan/ gift during immediately preceding 12 months.</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">i.</td><td>Name</td><td></td><td></td></tr> <tr> <td style="text-align: center;">ii.</td><td>Relationship</td><td></td><td></td></tr> <tr> <td style="text-align: center;">iii.</td><td>PAN / Aadhar / Driving License / Passport</td><td></td><td></td></tr> <tr> <td style="text-align: center;">iv.</td><td>Mobile Number</td><td></td><td></td></tr> <tr> <td style="text-align: center;">v.</td><td>Land Line Number</td><td></td><td></td></tr> </tbody> </table>	Sl. No.	Particulars	Details of Immediate Relatives	Details of person with whom designated person has material financial relationship i.e. upto 25% of annual income of payer by way of loan/ gift during immediately preceding 12 months.	i.	Name			ii.	Relationship			iii.	PAN / Aadhar / Driving License / Passport			iv.	Mobile Number			v.	Land Line Number			
Sl. No.	Particulars	Details of Immediate Relatives	Details of person with whom designated person has material financial relationship i.e. upto 25% of annual income of payer by way of loan/ gift during immediately preceding 12 months.																							
i.	Name																									
ii.	Relationship																									
iii.	PAN / Aadhar / Driving License / Passport																									
iv.	Mobile Number																									
v.	Land Line Number																									
2.	Name of University or College where I did my graduation ( <i>This is one time declaration</i> )																									
3.	Name of my past employers ( <i>This is one time declaration</i> )																									

I hereby declare that all the information mentioned above are true and correct.

*I hereby promise that I shall promptly report the information related to point no. 1 mentioned hereinabove as and when any changes occurs.*

Signature of the Applicant  
Name of the Applicant

Date  
Place

<sup>19</sup> Material Financial Relationship" shall mean a relationship in which *one person* is a recipient of any kind of payment such as by way of a loan or gift during the immediately 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.**





**Quarterly / Annual Statement of transactions cum holding in Securities of  
the Company**

[Para 11 of Schedule B of SEBI (PIT) Regulations, 2015]

To

**The Compliance Officer**

**GHCL Textiles Limited.**

Dear Sir,

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of the Company hereby provide following information with respect to holding of securities of GHCL Textiles Limited, either in my name or in the name of my immediate relative (IR) as on quarter ended .....or financial year ended March 31.....

Name of Immediate Relative	Relationship with the Designated Person	PAN Number of the Immediate Relative	DP ID / CL ID of IR	DP ID / CLID of Designated Person

Sl. No.	Particulars	Declaration for Self	Declaration for IR																								
1.	Number of Securities held in beginning of the Quarter ended ..... / Financial Year ended March 31.....																										
2.	Details of securities purchased during the quarter ended ..... / year ended ..... <table border="1"> <thead> <tr> <th>Date</th><th>Shares purchased</th><th>Rate</th><th>Total value</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Date	Shares purchased	Rate	Total value																						
Date	Shares purchased	Rate	Total value																								
3.	Details of securities sold during the quarter ended ..... / year ended ..... <table border="1"> <thead> <tr> <th>Date</th><th>Shares purchased</th><th>Rate</th><th>Total value</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Date	Shares purchased	Rate	Total value																						
Date	Shares purchased	Rate	Total value																								
4.	Number of securities Pledged and details of pledge during quarter ended ..... / year ended .....																										
5.	Number of securities as on close of the quarter ended ..... / financial year ended March 31, _____																										



I hereby declare that I or my immediate relative have not traded in securities of the company during the Window Closure and all my dealing in securities is in compliance of Code of Conduct of the Company framed under Regulation 9 read with Schedule B of the SEBI (PIT) Regulations, 2015.

I hereby declare that all the information given hereinabove is true and correct.

Signature of the Designated Person

Name of the Designated Person

Date

Place.



## Annexure -11

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:					
<b>Details of Securities held by Promoter, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6(2)</b>					
Name, PAN No., CIN/DIN & Address of Promoter /KMP / director with contact No.	Category of person (Promoters/KMP/ Directors/ Immediate Relatives/ 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.		
1	2	3		4	5
<b>Note:</b> “Securities” shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.					
<b>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)</b>					
Open Interest of the Future contracts held as on the date of regulation coming into force			Open Interest of the Option Contracts held as on the date of regulation coming into force		
Contract specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
6	7	8	9	10	11
Name & Signature					
Designation:					
Date:					
Place:					
<b>Note:</b> In case of Options, notional value shall be calculated based on premium plus strike price of options					



<b>FORM B</b>					
<b>SEBI (Prohibition of Insider Trading) Regulations, 2015</b>					
[Regulation 7(1)(b) read with Regulation 6(2) - Disclosure on becoming a director/KMP/Promoter]					
Name of the Company:					
ISIN of the Company:					
<b>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).</b>					
Name, PAN No., CIN/DIN & Address of Promoter /KMP / director with contact No.	Category of person (Promoters/KMP / Directors/ Immediate Relatives/ 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	6
<b>Note:</b> “Securities” shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.					
<b>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).</b>					
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
7	8	9	10	11	12
Name & Signature					
Designation:					
Date:					
Place:					
<b>Note:</b> In case of Options, notional value shall be calculated based on premium plus strike price of options					





## Annexure -13

FORM C													
SEBI (Prohibition of Insider Trading) Regulations, 2015													
[Regulation 7(2) read with Regulation 6(2)- Continual Disclosure]													
Name of the Company:		GHCL Textiles Limited											
ISIN of the Company:													
Details of change in holding Securities of Promoter, Employee or Director of a listed company and other such person as mentioned in Regulation 6(2).													
Name, PAN No., CIN/DIN & Address of Promoter / employee / director with contact No.	Category of person (Promoters/KMP/ Directors/ Immediate Relatives/ others etc.	Securities held prior to acquisition / disposal		Securities acquired / Disposed		Securities held post acquisition / disposal		Date of allotment advise / acquisition of shares / sell of shares specify		Date of intimation to Company		Mode of Acquisition/ Disposal (on market /public rights/preferential offer/off market/ inter-se transfer.	
		Type of security (for e.g. Shares, warrants, Convertible Debentures etc.)	No. and % of shareholding	Type of security (for e.g. Shares, warrants, Convertible Debentures etc.)	No.	Value	Transaction Type	Type of security (For eg. - Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	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(Contract* Lot size)	Notional value	Number of units(Contract* Lot size)	
15	16	17	18	19	20	21

Name & Signature	
Designation:	
Date:	
Place:	

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



## Annexure -14

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	Company	Securities held prior to acquisition / disposal		Securities acquired / Disposed				Securities held post acquisition / disposal	Date of allotment advise / acquisition of shares / sell 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 e.g. Shares, warrants, Convertible Debentures etc.)	No. and % of shareholding	Type of security (for e.g. Shares, warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy/Sale/Pledge/revoke/In oke)		Type of security (For eg. - Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding			From
1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>Note:</b> "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(Contract* Lot size)	Notional value	Number of units(Contract* Lot size)								
15	16	17	18	19	20	21							
Name & Signature													
Date:													
Place:													
<b>Note:</b> In case of Options, notional value shall be calculated based on Premium plus strike price of options.													





## Annexure -15

Report by GHCL Textiles Limited for violations related to Code of Conduct under SEBI (Prohibition of Insider Trading) Regulations, 2015		
[For listed company: Scheduled B read with Regulation 9(1) of SEBI (Prohibition of Insider Trading) Regulations, 2015]		
[For Intermediary/ Fiduciary: Scheduled C read with Regulation 9(1) and 9(2) of SEBI (Prohibition of Insider Trading) Regulations, 2015]		
Sr. No.	Particulars	Details
1	Name of the Listed Company/Intermediary/Fiduciary	
2	Please tick appropriate checkbox	
	Reporting in capacity of:	
	1. Listed Company <input type="checkbox"/>	
	2. Intermediary <input type="checkbox"/>	
	3. Fiduciary <input type="checkbox"/>	
3	Name of Designated Person(DP) Name of the immediate relative of DP if reporting is for immediate relative	
4	PAN of DP PAN of the immediate relative of DP if reporting is for immediate relative	
5	Designation of DP	
6	Functional Role of DP	
7	Whether DP is Promoter/Promoter Group/Holding CXO level below position (e.g. CEO,CFO,CTO etc.)	
8	Transaction Details	
	a) Name of the Scrip	
	b) No. of Shares Traded (which includes pledge) and Value (Rs.) (Date-wise)	
9	In case value of trade (s) is more than 10 Lacs in a calendar quarter -	
	a) Date of intimation of trade(s) by concerned DP/ director / promoter / promoter group to Company under Regulation 7 of SEBI (Prohibition of Insider Trading) Regulations, 2015	
	b) Date of intimation of trade(s) by the Company to Stock Exchanges under Regulation 7 of SEBI (Prohibition of Insider Trading) Regulations, 2015	
10	Details of violation observed under SEBI (Prohibition of Insider Trading) Regulations, 2015	
11	Action taken by Listed Company/Intermediary/Fiduciary	
12	Reasons recorded in writing for taking action stated above	
13	Details of previous instances of violations, if any, since last financial year	
14	Any other relevant information	

Yours faithfully,

**Name &  
Signature  
Designation:**

**Date:**

**Place:**

**General Note:** In case the Company avails any online platform to administer the compliance under SEBI (PIT) Regulations, then the formats as given in such online platform will be adopted / used by the Company.

