



apcotex industries limited

**COMPANY'S INTERNAL CODE OF CONDUCT FOR PREVENTION
OF INSIDER TRADING**

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COMPANY'S INTERNAL CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING

INTRODUCTION:

Securities and Exchange Board of India (SEBI) has replaced the SEBI (Prohibition of Insider Trading) Regulations, 1992 with SEBI (Prohibition of Insider Trading) Regulations, 2015 and further amended on 31st December 2018. These Regulations are called the SEBI (Prohibition of Insider Trading) Regulations 2015, as amended from time to time (hereinafter referred to as "the regulations"). The Regulations seek to govern the conduct of the Insiders, Connected Persons and Persons who are deemed to be connected persons on matters relating to Insider Trading.

The Regulations requiring all listed companies and other specified entities to set up an appropriate mechanism and to frame and enforce a code of conduct and internal procedures prescribing various disclosures of interests or holding to be made by Promoters, Member of Promoter group, directors, Designated Person/ Employees, their immediate relatives, designated persons of material subsidiary Company and substantial shareholders in the listed Companies.

The Objects of the Regulations is to prevent insider trading by prohibiting trading, communicating or counseling on matters relating to insider trading as specified in the Regulations.

WHAT IS INSIDER TRADING?

Insider Trading is the buying or selling or dealing in the securities of a listed Company by a Promoters, Member of Promoter group, director, member of the management, Designated Person, Employees, their immediate relatives, designated persons of material subsidiary Company, firm or by any other person such as internal and statutory auditor, agent, advisor, analyst, consultant, etc., who has knowledge of material inside information not available to the general public. The dealing in the securities of the Company is illegal by an "insider" when it is predicated upon the utilization of inside information to profit at the expense of other investors who do not have access to such information.

CERTAIN IMPORTANT EXPRESSIONS (DEFINITIONS)

Board: Board Means the Board of Directors of the Company

Connected Person: Connected Person means any person who is or has during the six months prior to the concerned act been associated with a company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the company or holds any position including a professional or business relationship between himself and the company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.

The persons falling within the following categories shall be deemed to be connected persons unless the contrary is established:

- a) an immediate relative of connected persons
- b) a holding company or associate company or subsidiary company;
- c) an intermediary as specified in section 12 of the Act or an employee or director thereof;
- d) an investment company, trustee company, asset management company or an employee or director thereof;
- e) an official of a stock exchange or of clearing house or corporation;
- 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;

- 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;
- h) an official or an employee of a self-regulatory organization recognized or authorized by the Board;
- i) a banker of the company;
- j) a concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of a company or his immediate relative or banker of the company, has more than ten per cent. of the holding or interest.

Designated Person: Designated Person means and includes;

- ✓ Directors of the Company
- ✓ Promoters and members of Promoter Group;
- ✓ Officers comprising the top three tiers of the Company management – General Managers, Vice President and Chief Operating Officer.
- ✓ Employees designated by HOD in consultation with Compliance Officer / Managing Director, who are working in the Finance and Accounts Department.
- ✓ Any other employees as may be designated / notified by the Compliance Officer in consultation with the Board / Managing Director from time to time, who may be considered to be in possession of Unpublished Price Sensitive Information

Designated Persons shall disclose names and PAN or any other identifier authorized under 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; and
- c. Phone and mobile numbers which are used by them.

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.

Generally available information: Generally available information means information that is accessible to the public on a non-discriminatory basis.

Immediate relative: Immediate relative means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in securities.

"Insider" means any person who is:

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

Officer: Officer means and includes all persons who are in the employment of the Company in the Executive and above level, includes the Statutory and Internal Auditors of the Company.

Promoter shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time

Promoter group shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.

Prohibited Period:

- ✓ **All Promoter Director(s) / Promoter Group / persons acting in concert with promoters and/or their relatives / Designated Persons**, their immediate relatives, designated persons of material subsidiary Company/**employees working in Finance / Accounts / Marketing Department and their dependent family members.**

Period starts with the first day of the month from the end of the quarter till the end of 48 hours from the time the Price Sensitive information considered by the Board is made public.

- ✓ **Other Directors and Officers / employees working in any other department and their dependent family members.**

The Prohibited period commences from the date of posting the Agenda of the Audit Committee / Board Meeting in which the price sensitive information is to be considered and ending after 48 hours from the time the price sensitive information is made public.

Or the Compliance Officer, from time to time, in consultation with Chief Executive Officer and/or Chairman may specify any other period as prohibited period.

Regulations: Regulations means SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time.

Securities: Securities means and includes, the equity shares of the Company or any other marketable instruments as may be issued by the Company from time to time.

Specified: Specified means specified by the Board in writing.

Takeover regulations: Takeover regulations means the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.

Trading: Trading means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities. , and trade shall be construed accordingly

Trading day: Trading day means a day on which the recognized stock exchanges are open for trading.

Trading Window: Trading Window means the free period during which dealing in the securities of the Company is not specifically restricted or prohibited.

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 including but not restricted to, information relating to the following : –

- (i) financial results;
- (ii) dividends;
- (iii) change in capital structure;
- (iv) mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions;
- (v) changes in key managerial personnel; and
- (vi) material events in accordance with the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

Compliance Officer

Compliance Officer: Compliance Officer means any senior officer, designated so and reporting to the board of directors or head of the organization in case board is not there, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under these regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision of the board of directors of the listed company or the head of an organization.

DUTIES AND POWER OF COMPLIANCE OFFICER;

1. To set forth policies, procedures, monitoring adherence to the rules for the preservation of "Price Sensitive Information", monitoring the transactions whether pre-clearance of designated employees and their dependents', whether the trades are executed within one week and the implementation of the code of conduct.
2. Shall be subject to overall supervision of the Board of Directors reporting to the Managing Director / Chief Executive Officer.
3. To suggest any improvements required in the policies, procedures, etc to ensure effective implementation of the code.
4. To maintain a record of all connected persons covered and any changes made to the list of connected persons.
5. To assist all the employees in addressing any clarifications regarding the SEBI (Prohibition of Insider Trading) Regulations 2015 and the company's code of conduct.
6. To maintain a list of all information termed as "Price Sensitive Information".
7. To maintain a record of names of files containing confidential information deemed to be price sensitive information and persons in charge of the same.
8. To keep the records of periods specified as "Prohibited Period"
9. To ensure that the "Trading Window" is closed at the time of;
 - a. Declaration of Financial results (quarterly, half-yearly and annual)
 - b. Declaration of dividends (interim and final)
 - c. Issue of securities by way of public/ rights/bonus etc.
 - d. Any major expansion plans or execution of new projects
 - e. Amalgamation, mergers, takeovers and buy-back
 - f. Disposal of whole or substantially whole of the undertaking
 - g. Any changes in policies, plans or operations of the company
10. To process applications received for pre-clearance of transactions as per the procedure laid down.
11. To procure undertaking in favour of the Company from persons applying for pre-clearance of transactions in the prescribed format.

12. To ensure that a minimum holding period of 6 months is observed by all directors / officers / designated employees.
13. To waive the requirement of minimum holding period of 6 months under specified circumstances.
14. To receive and maintain records of periodic and annual statement of holdings from directors / officers / designated employees and their dependent members.
15. To maintain the records of all the declarations in the appropriate form given by the directors / officers / designated employees for a minimum period of three years.
16. To place before the Board of Directors a report on compliances with this code once a year
17. To implement punitive measures or disciplinary action prescribed for any violation or contravention of the code of conduct.
18. To inform the Board promptly of any violation observed or knowledge thereof.
19. To list all employees and other person with whom UPSI is shared shall be maintained and entered into confidentiality agreement with designated personnel.
20. To place before the audit committee the summary of Compliances with insider trading atleast once a year.

PROHIBITION OF TRADING IN SECURITIES, COMMUNICATING OR COUNSELING ON MATERS RELATING TO THE INSIDER TRADING

No Insider shall;

- Either on his own behalf or on behalf of any other person deal in securities of the Company when in the possession of any unpublished price sensitive information.
- Communicate, counsel or procure, directly or indirectly any unpublished price sensitive information to any person. However these restrictions shall not be applicable to any communication required in the ordinary course of business or under any law.

Such restriction shall not be applicable to any communication required in the ordinary course of business or under any law.

Regulation also provides that no Company shall deal in the securities of another listed Company or associate of that other Company while in possession of any unpublished price sensitive information.

TRADING RESTRICTIONS FOR INSIDERS:

All Promoter / Member of Promoter group / Directors / Officers / Designated person, their immediate relatives, designated persons of material subsidiary Company or Connected persons of the Company;

- Shall conduct all their dealing in the securities of the Company only in the trading window during which the dealing is not specifically prohibited and shall not deal in any transactions involving the purchase or sale of the Company's securities during the prohibited period / period when the trading window is closed.
- Shall deal in the Securities of the Company only after fulfilling the conditions laid down hereinafter.

- Shall not deal in the securities of the Company on considerations of a short-term nature that is within intention of selling the securities within the period 6 months from the date of purchase.
- No contra trade (purchase and sale) are allowed within a period of 6 months from the date of first transaction.

The Compliance Officer may waive the minimum holding period of 6 months, in case sale of securities is necessitated by personal emergency, upon making an application in the prescribed form, attached herewith to these rules.

PRE-CLEARANCE OF TRANSACTIONS:

All Directors / Promoters / Persons acting in concert with promoters and/or their relatives / Officers / Designated employees or Connected persons of the Company and their relatives;

- Shall deal in securities of the Company during the free period only.
- Shall obtain the prior permission/consent in writing from the Compliance Officer in case they intend to deal in securities of the Company in the excess of
 - ✓ 1000 (One Thousand) shares in number in case of Directors / Promoters / Persons acting in concert with promoters and/or their relatives
 - ✓ 500 (Five Hundred) shares in number in case of other persons viz. Officers / Designated employees or Connected persons of the Company and their relatives.
- Shall make an application, in duplicate, for obtaining the prior permission/consent in prescribed form
- Shall deal in the securities of the Company for which prior permission/consent is obtained within seven days from the date of permission/consent.
- Shall apply afresh, in case he/she fail to execute the deal within 7 trading days from the date of permission/consent.
- Shall give an undertaking alongwith the application, in favour of the Company stating that;
 - he/she doesn't have access to or has not received price sensitive information upto the time of signing the undertaking.
 - He/she has access to or has received price sensitive information at the time of executing the undertaking, but he/she would refrain from dealing in the securities of the company till such time the information becomes public.
 - He/she has not contravened these rules.
 - He/she has made a full and true disclosure in the matter.
- Shall receive the permission/consent from the Compliance Officer within two days from the date of submission.
- Shall ensure that his/her stockbroker is authorized to disclose to the Company all matters relevant to his/her share dealings, if required by the Compliance Officer.

- Shall also inform the Compliance Officer, all deals in the securities of the Company below the threshold limit of;
 - ✓ 1000 (One Thousand) shares in number in case of Directors / Promoters / Persons acting in concert with promoters and/or their relatives
 - ✓ 500 (Five Hundred) shares in number in case of other persons viz. Officers / Designated employees or Connected persons of the Company and their relatives.

within two trading days from the date of execution of deal.

The Compliance Officer shall retain all copies of applications and acknowledgements.

If the Compliance Officer feels opines that the proposed deal is on the basis of possession of any unpublished price sensitive information, he may reject the application for pre-clearance. The Compliance Officer is not obliged to give reasons for rejection / withholding the permission/consent.

TRADING PLAN

- a. Each Designated Person is entitled to execute Trades pursuant to pre-determined trading plan, where such trading plan has been formulated by such Designated Persons, approved by the Compliance Officer, and has been publicly disclosed by the Company to the Stock Exchanges, 6 (six) months prior to the commencement of the Trading pursuant to the trading plan. In accordance with the SEBI (Prohibition of Insider Trading) Regulation, 2015 provisions relating to pre-clearance of Trades, closure of trading window and restrictions on contra trade shall not be applicable for Trades executed pursuant to an approved Trading Plan.
- b. The Compliance Officer shall approve a Trading Plan within a period of 7 (seven) Working days and shall take necessary undertakings / declarations from the applicant Designated Person presenting such a Trading Plan. Once approved and publicly disclosed by the Company to the Stock Exchanges, the Trading Plan shall be irrevocable, and the said Designated Person(s) shall mandatorily implement the Trades as per the Trading Plan.
- c. The implementation of the Trading Plan shall not commence if any Unpublished Price Sensitive Information in possession of the Insider at the time of formulation of the plan has not become generally available at the time of commencement of the implementation and in such an event, the Compliance Officer shall confirm that the commencement ought to be deferred until such Unpublished Price sensitive Information becomes Generally Available Information. The Compliance Officer may consult with the Managing Director and / or the Audit Committee chairperson, on a case to case basis, prior to approving any Trading Plan.

CONNECTED PERSON

1. Designated Persons of the Company shall ensure that all Connected Persons / Fiduciaries / other Insiders, including those who provide any services or supply goods to the Company or vice versa, whether or not pursuant to a written contract or a purchase order and who have access to Unpublished Price Sensitive Information or are reasonably expected to have such access to Unpublished Price Sensitive Information, execute an undertaking in the format prescribed under this Code.
2. Designated Persons who are employees of the Company shall ensure that a Notice / confidentiality / non-disclosure agreement shall be entered into by the Company with Connected Persons / Fiduciaries / Insiders prior to sharing any Unpublished Price Sensitive Information. The sharing of such information shall be in accordance with "Policy for determination of Legitimate Purpose" as part of "Apcotex Industries Ltd - Code of Fair Disclosure and Conduct".

DISCLOSURE REQUIREMENTS:

I. Initial Disclosure:

- a. Every promoter, Member of promoter group, key managerial personnel and director of every company whose securities are listed on any recognised stock exchange shall disclose his holding of securities of the company as on the date of these regulations taking effect, to the company within thirty days.
- b. Every person on appointment as a key managerial personnel or a director of the company or upon becoming a promoter Member of Promoter group shall disclose his holding of securities of the company as on the date of appointment or becoming a promoter, to the company within seven days of such appointment or becoming a promoter.

II. Continual Disclosure:

- a. Every promoter, Member of promoter group, designated person and director of every company shall disclose to the company the number of such securities acquired or disposed of within two trading days of such transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.
- b. Every company shall notify the particulars of such trading to the stock exchange on which the securities are listed within two trading days of receipt of the disclosure or from becoming aware of such information.

III. Disclosures by other connected persons:

Any company whose securities are listed on a stock exchange may, at its discretion require any other connected person or class of connected persons to make disclosures of holdings and trading in securities of the company in such form and at such frequency as may be determined by the company in order to monitor compliance with these regulations.

IV. Periodical Disclosure:

All Designated Persons shall disclose to the company / Compliance Officer within 2 working days, whenever there is change in their shareholdings

V. Annual Disclosure:

All Designated Persons must make an annual disclosure of the number of Securities held as on 31st March each year by them including details of purchase / sale of Securities during the financial year to the Compliance Officer. This disclosure must be made in the format prescribed under this Code within 30 (thirty) days from the close of each financial year, in electronic or physical form.

DISCLOSURE BY COMPANY:

The Compliance Officer within 2 working days of receipt, shall disclose to all Stock Exchange(s) on which the Securities of the Company are listed, the information(s) received under above paras.

MAINTAINING CONFIDENTIALITY OF PRICE SENSITIVE INFORMATION;

- ✓ All Officers, designated person shall maintain the confidentiality of all Price Sensitive Information and shall not pass on such information to any person directly or indirectly by way of making a recommendation for the dealing in Securities of the Company
- ✓ The Officers, designated person shall disclose the Price Sensitive Information only to those within the company who need the information to discharge their duty and whose possession of such information will not give rise to a conflict of interest or appears to misuse the information.
- ✓ If any Officer, designated person happens to receive any price sensitive information, he/she shall immediately report the same to the head of department, who in turn shall inform the same to the Compliance Officer in the prescribed form.
- ✓ Files containing confidential information shall be kept secure under the lock and key. Computer files must have adequate security of login and password etc. The departmental head shall nominate a member of depart for ensuring the compliance with this clause.

CORPORATE DISCLOSURE PRACTICES FOR PREVENTION OF INSIDER TRADING;

Before sharing any of the following information with analysts, shareholders and media, it shall be approved in advance by the Compliance Officer and Chief Executive Officer.

1. Periodical Financial results of the Company (quarterly, half-yearly and annual);
2. Intended declaration of dividend (both interim and final);
3. Issue of securities or buy-back of securities;
4. Any major expansion plans or execution of new projects;
5. Amalgamation, mergers or takeovers;
6. Disposal of whole or substantial part of the undertaking;
7. Any significant changes in changes policies, plans or operations of the company including launch of new brands or new products of the Company where the contribution from such brand or product exceeds or is likely to exceed 5% of the total turnover of the Company during that financial year;
8. Disruption of operations due to nature calamities;
9. Commencement of any new commercial production / commercial operations where the contribution therefrom is likely to exceed 5% of the total turnover of the Company during the financial year;
10. Developments with respect to changes in pricing / realization on goods and services arising out of the changes in the government policies.
11. Litigation / disputes with material impact;
12. Revision of credit ratings assigned to any debt or equity instrument of the Company;
13. Any information which, if disclosed, in the opinion of the person disclosing the same is likely to materially affect the prices of the securities of the Company;

Any information approved by the Managing Director / Chief Executive Officer for disclosure, copy of same shall be forwarded to the Compliance Officer.

In case any information as listed above is disclosed inadvertently or without prior approval, the person responsible for disclosure shall immediately inform the Compliance Officer or the Chief Executive Officer, although the information is not considered price sensitive.

PROCEDURE FOR RESPONDING TO MARKET RUMOURS OR ANY QUERIES:

The Compliance Officer shall immediately consult the Chief Executive Officer, for verification of any rumours or queries forwarded to him.

Only the Chairman or Managing Director or Chief Executive Officer of the Company, shall reply to the queries or requests for verification of market rumours within 48 hours of receipt of such rumour or any further period as specified by the Stock Exchange.

The Compliance Officer, in consultation with the Chairman and/or Chief Executive Officer, make a public announcement for verifying or denying rumours before making the disclosure.

DEALING WITH ANALYSTS / INSTITUTIONAL INVESTORS:

The Chairman, Managing Director and /or Chief Executive Officer of the Company shall interact with Analysts, Institutional and other Large Investors. Compliance Officer and a designated person shall be present while addressing the Analysts, Institutional or Large Investors.

No price sensitive information shall be disclosed to analysts or institutional and other large investors unless it is confirmed with the Compliance Officer that the information has been made public. All questions raised in the analysts / investors meet, relating to the price sensitive information, shall be taken note of and considered response shall be given only after consulting the Compliance Officer.

The Chief Executive Officer or a Designated person shall forward the copy of minutes of meeting with the Analysts / institutional investors to the Compliance Officer in prescribed Form, within 2 working days from the conclusion of the meeting.

The Compliance Officer shall make a press release or post relevant information on the Company's website immediately after every analyst meet and such information shall also be sent to the Stock Exchange immediately, where price sensitive information is disclosed.

PENALTY FOR NON-COMPLIANCE WITH COMPANY'S INTERNAL CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING

The Compliance Officer shall recommend for the disciplinary action to the Chief Executive Officer, for not complying with the code of conduct by any of the designated person. The disciplinary action may include wage freeze, suspension, ineligibility for future participation in any schemes / plans of the Company like employees stock option etc.

The Compliance Officer shall report non-compliance with the code of conduct to SEBI.

The action by the company shall not absolve the person from prosecution by SEBI under SEBI (Prohibition of Insider Trading) Regulations, 2015.

All connected persons shall also ensure compliance with the SEBI (Prohibition of Insider Trading) Regulations 2015, as amended from time to time. The copy of which is enclosed for reference.

For any clarifications, further information, Shri Anand V Kumashi – GM - Fin., & Company Secretary can be contacted.

PROTECTION OF THE INFORMANT UNDER SEBI (PROHIBITION OF INSIDER TRADING) REGULATION, 2015

In accordance with SEBI (Prohibition of Insider Trading) (Third Amendment) Regulations, 2019, the Company shall not discharge, terminate, demote, suspend or threaten directly or indirectly or discriminate against any employee who files a Voluntary Information Disclosure Form, irrespective of whether the information is considered or rejected by SEBI, by reason of: (i) filing a Voluntary Information Disclosure Form; (ii) testifying in, participating in, or otherwise assisting or aiding SEBI in any investigation, inquiry, audit, examination or proceeding instituted or about to be instituted for an alleged violation of insider trading laws or in any manner aiding the enforcement action taken by SEBI; or (iii) breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent such employee from cooperating with SEBI in any manner.

In the event any employee is of the view, that he is likely to be discharged, terminated, demoted or suspended, or is being threatened, or discriminated, on account of any of the events set forth in the preceding paragraph, such employee shall be permitted to notify the Compliance Officer of the same. In the event, the Compliance Officer is subject to the foregoing, the Compliance Officer shall be permitted to bring such information to the notice of SEBI.

POLICY FOR DETERMINATION OF LEGITIMATE PURPOSES

This Policy, as a part of "Codes of Fair Disclosure and Conduct" formulated under Regulation 8 of SEBI (Prohibition of Insider Trading) Regulations 2015, will be known as "Policy for Determination of Legitimate Purposes" hereinafter referred to as the "Policy".

This Policy is prepared in accordance with Regulation 3(2A) of SEBI (Prohibition of Insider Trading) (Amendment) Regulations, 2018.

Objective

The objective of this policy is to identify 'Legitimate Purposes' for performance of duties or discharge of legal obligations, which will be considered as exception for the purpose of procuring unpublished price sensitive information (UPSI) relating to the Company or its listed securities or proposed to be listed securities, if any.

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 including but not restricted to, information relating to the following :-

1. financial results;
2. dividends;
3. change in capital structure;
4. mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions;
5. changes in key managerial personnel; and
6. material events in accordance with the SEBI (LODR) Regulations, 2015, as amended from time to time.

The sharing of UPSI shall be deemed to be for "Legitimate Purpose" if it satisfies the following criteria:

- a. 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
- b. The information shall be shared with any person on 'need to know' basis.
- c. Insiders shall share the UPSI with the external agencies only in the interest of the Company and/or in compliance with the requirements of the law.
- d. Sharing of information may be construed as insider trading even while it is in pursuit of compliances required or business interests of the Company in appropriate circumstances. The person who has the UPSI should ideally recuse himself from assigned task of the sharing the UPSI with third parties in such doubtful cases to avoid any adverse inferences in this regard.
- e. Any person in receipt of UPSI pursuant to a legitimate purpose shall be considered an "Insider" and due notice shall be given to such person to maintain confidentiality of UPSI in compliance with the Regulations. The Compliance Officer shall ensure that such third party with whom the UPSI is shared, is also bound by non-disclosure or confidentiality agreements and the liabilities involved which shall mention the duties and responsibilities of such person with respect to such UPSI and the liabilities involved if such person misuses or uses such UPSI in breach of the Code or Regulations.

Digital Database

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

Restrictions on Communication and Trading By Insiders

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, and shall not otherwise trade in securities of the company when in possession of unpublished price sensitive information

Amendment

The Board of Directors of the Company, subject to applicable laws, rules & Regulations, may amend / substitute any provision(s) with a new provision(s) or replace this entire Policy with a new Policy.

POLICY FOR PROCEDURE OF INQUIRY IN CASE OF LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION (“UPSI”)

[Under Regulation 9A of SEBI (Prohibition of Insider Trading) (Amendment) Regulations, 2018]

Background

The SEBI (Prohibition of Insider Trading) (Amendment) Regulations, 2018 has mandated every listed company to formulate a written policy and procedures for inquiry in case of leak of UPSI or suspected leak of UPSI and initiate appropriate inquiries on becoming aware of leak of UPSI or suspected leak of UPSI and inform the Board promptly of such leaks, inquiries and results of such inquiries.

In this regard, Board of Directors of have laid down this policy for procedure of inquiry in case of leak of UPSI or suspected leak of UPSI (‘the policy’), for adoption. The objective is to strengthen the internal control system to prevent leak of UPSI.

Definitions

- (i) Chief Investor Relation Officer (“CIO”) shall mean the Compliance Officer of the Company appointed by the Board of Director under SEBI (LODR) Regulations, 2015 / Listing Agreement.
- (ii) Leak of UPSI shall mean communication of information which is / shall be UPSI by any Insider, Employee & Designated Persons or any other known or unknown person to any person other than a person(s) authorized by the Board after following the due process prescribed in this behalf in the Code of Practices Fair Disclosure of the Company and /or under SEBI (LODR) Regulations, 2015 and/or SEBI (Prohibition of Insider Trading) Regulations, 2015 and any amendment, re-amendment or re-enactment thereto.
- (iii) The internal controls shall include the following:
 - (a) all Employees who have access to UPSI are identified as Designated Person;
 - (b) all the UPSI shall be identified and its confidentiality shall be maintained as per the requirements of the SEBI Regulations;
 - (c) adequate restrictions shall be placed on communication or procurement of UPSI as required by the SEBI Regulations;
 - (d) lists of all Employees and other persons with whom UPSI is shared shall be maintained and confidentiality agreements shall be signed or notice shall be served to all such Employees and persons;
 - (e) all other relevant requirements specified under the SEBI Regulations shall be complied with; and
 - (f) periodic process review to evaluate effectiveness of such internal controls.
- (iv) Support Staff shall include IT staff or secretarial staff who has access to unpublished price sensitive information.
- (v) 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 including but not restricted to, information relating to the following : –
 - 1. financial results;
 - 2. dividends;
 - 3. change in capital structure;
 - 4. mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions;
 - 5. changes in key managerial personnel; and
 - 6. material events in accordance with the SEBI (LODR) Regulations, 2015, as amended.

Duties of Chief Investor Relations Officer (CIO)

The CIO shall be responsible to;

1. Oversee the Compliance of this policy.
2. Report the incident of actual or suspected leak of UPSI to the SEBI.
3. Intimate the incident of actual or suspected leak of UPSI to the Stock Exchanges.
4. To co-ordinate with and disclose the relevant facts of the incident of actual or suspected leak of UPSI to the Enquiry committee.

Disclosure of actual / Suspected Leak of UPSI to Stock Exchanges:

On becoming aware of actual or suspected leak of UPSI of the Company, the CIO shall ensure that the same shall be promptly intimated to the Stock Exchanges on which the securities of the Company are listed in the format as set out in "Annexure A" to this policy.

Report of actual / Suspected Leak of UPSI to SEBI

On becoming aware of actual or suspected leak of UPSI of the Company, the CIO shall ensure that a report on such actual or suspect leak of UPSI, preliminary enquiry thereon and results thereof shall be promptly made to the SEBI in the format prescribed under this policy.

Constitution of Enquiry Committee

The Board of Directors or any Committee authorized by them in this behalf shall constitute a committee to be called as "Enquiry Committee". The Enquiry Committee shall consist of minimum 3 (three) Members which shall include Managing Director, Chief Financial Officer and Chief Investor Relation Officer and any other officer of the Company as may be mutually decided by the members of the Committee.

Duties of Enquiry Committee:

The Enquiry Committee shall be responsible:-

- (a) To conduct a preliminary enquiry to ascertain the truth contained in the information or complaint pertaining to actual or suspected leak of UPSI, if any;
- (b) To authorize any person to collect necessary support material; and
- (c) To decide disciplinary action thereon.

Procedure for Enquiry In Case of Leak of UPSI:

On becoming aware of suo-moto or otherwise, of actual or suspected leak of UPSI of the Company by any promoter, director, key managerial person, Insider, employee, designated person, support staff or any other known or un-know person, the CIO after informing the same to the Managing Director or Chief Financial Officer of the Company, shall follow the below mentioned procedure in order to enquire and/or investigate the matter to ensure:-

(a) Preliminary Enquiry:

Preliminary enquiry is a fact-finding exercise. The object of preliminary enquiry is to ascertain the truth or otherwise of the allegations contained in the information or complaint, if any, and to collect necessary available material in support of the allegations, and thereafter to decide whether there is justification to embark on any disciplinary action.

The Enquiry Committee shall appoint and/or authorize any person(s), as it may deem fit, to initiate/conduct an enquiry to collect the relevant fact, material substances on actual or suspected leak of UPSI.

(b) Report of Preliminary Enquiry to the Enquiry Committee:

The Person(s) appointed/authorized to enquire the matter of actual or suspected leak of UPSI submit his/her report to the Enquiry Committee within 7 days from the date of his appointment on this behalf.

(c) Disciplinary Action:

The Disciplinary action(s) shall include, wage freeze, suspension, recovery, termination of employment contract/agreement etc., as may be decided by the Members of the Committee.

Amendment

The Board of Directors of the Company, subject to applicable laws, rules & Regulations, may amend / substitute any provision(s) with a new provision(s) or replace this entire Policy with a new Policy.

CODE OF PRACTICES AND PROCEDURES FOR FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION OF APCOTEX INDUSTRIES LIMITED (APCOTEX)

This Code is framed under Regulation 8 (1) of SEBI (Prohibition of Insider Trading) Regulations, 2015

The Principles of Fair Disclosure adopted by APCOTEX are as follows:

1. To promptly make public disclosure of unpublished price sensitive information that would impact price discovery no sooner than credible and concrete information comes into being in order to make such information generally available.
2. Uniform and universal dissemination of unpublished price sensitive information to avoid selective disclosure.
3. Company Secretary is designated as Chief Investor Relations Officer to take all required action for dissemination of information and disclosure of unpublished price sensitive information indiscriminately.
4. To promptly dissemination of unpublished price sensitive information that gets disclosed selectively, inadvertently or otherwise to make such information generally available.
5. To provide appropriate and fair response to queries on news reports and requests for verification of market rumours by regulatory authorities.
6. To ensure that information shared with analysts and research personnel is not unpublished price sensitive information.
7. To develop best practices to make transcripts or records of proceedings of meetings with analysts and other investor relations conferences on the official website to ensure official confirmation and documentation of disclosures made.
8. To handle all unpublished price sensitive information on a need-to-know basis.

SUMMARY OF OBLIGATIONS OF DESIGNATED PERSONS (DP) / PRESCRIBED FORMATS

All Designated Persons shall ensure compliance with the Code/Policy and the SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be subject to the obligations summarized below:

Sr. No.	Obligations	Time frame	Format of Disclosure
1	Every promoter / promoter group, KMP / director shall disclose his holding of shares in the company as on the date of these regulations taking effect in Form A	Within 30 days of the regulations taking effect.	Annexure 1
2	Statement of initial disclosure of shares held in the Company by Promoter / Promoter Group, KMP and Director in Form B	Within 7 days of being appointed as Director/KMP or becoming Promoter/member of Promoter Group	Annexure 2
3	Every promoter / promoter group / DP / director shall disclose the no. of shares buy/sell within 2 trading days if the value of shares traded, whether in one transaction / series of transactions over any calendar quarter, exceed Rs.10 lakh in Form C	Within 2 trading days of such transaction	Annexure 3
4	Undertaking to be given by Connected Persons / Fiduciaries / Insiders.	Before sharing of UPSI	Annexure 4
5	Disclosure of transaction by Connected person as identified by the Company in accordance with Reg 7(3) of SEBI (PIT) Regulation, 2015 in Form D	At such frequency as may be determined by the Compliance Officer	Annexure 4A
6	Execution of undertaking/ agreement by DP: (i) on being designated a "Designated Person" for new employees; and (ii) on this Code being effective for existing Designated Persons	Within 7 days of becoming a DP and within 30 days from date on which this Code is effective. The Compliance Officer may notify such other period as he may deem fit.	Annexure 5
7	Initial disclosure by DP other than Promoter/Promoter Group/KMP/Director in respect of shares held such DP.	Within 7 days of being appointed as DP	Annexure 5A
8	Annual disclosure at the end of the financial year by DP in respect of the no. of shares held by such DP.	Within 30 days from the end of the financial year.	Annexure 5B
9	Application for pre- clearance of Trades - Reg – 9(1) read with clause 11 of the schedule B of SEBI (PIT) Regulations, 2015	Not applicable	Annexure 6
10	Declaration that the DP is not in possession of UPSI - Reg – 9(1) read with clause 11 of the schedule B of SEBI (PIT) Regulations, 2015	Not applicable. Along with the application of preclearance	Annexure 6A
11	Letter of approval from the Compliance officer approving the Pre-clearance application - Reg – 9(1) read with clause 11 of the schedule B of SEBI (PIT) Regulations, 2015	Within 2 working days of application/submission of necessary clarification	Annexure 6B
12	Letter of rejection from the Compliance officer rejecting the Pre-clearance application - Reg – 9(1) read with clause 11 of the schedule B of SEBI (PIT) Regulations, 2015	Within 2 working days of application/submission of necessary clarification	Annexure 6C

13	Disclosure on completion of the pre-cleared Trade - Reg – 9(1) read with clause 11 of the schedule B of SEBI (PIT) Regulations, 2015	Within 2 trading days on completion of trade	Annexure 6D
14	Reporting of decision to not Trade or failure to complete Trade after securing pre-clearance with reasons - Reg – 9(1) read with clause 11 of the schedule B of SEBI (PIT) Regulations, 2015	Within 2 working days on completion of 7 th trading day from granting of preclearance.	Annexure 6E
15	Disclosure of names and PANs of the DP and: (i) Immediate Relatives, (ii) persons with whom such DP shares a Material Financial Relationship; and (iii) phone and mobile numbers. Reg – 9(1) read with clause 14 of the schedule B.	At the beginning of every financial year and as and when the information provided changes	Annexure 7
16	Disclosure of names of educational institutions from where DP has graduated and names of their past employers. - Reg – 9(1) read with clause 14 of the schedule B of SEBI (PIT) Regulations, 2015	1 time basis and within 7 days of becoming a DP.	Annexure 7A
17	Notice of confidentiality intimation to employees and other person with whom UPSI is shared under Reg - 9A (2d) of SEBI (PIT) Regulations, 2015	On event basis	Annexure 8
18	Report of UPSI received directly or indirectly, to the Compliance Officer	On receipt of UPSI	Annexure 8A
19	Intimation of leak of UPSI to Stock Exchange and SEBI - Reg 9A(5) of SEBI (PIT) Regulation, 2015	Promptly	Annexure 8B
20	Undertaking for sharing of UPSI pursuant to legitimate purpose – Reg 3(2B) of SEBI (PIT) Regulations, 2015	At the time of sharing of UPSI	Annexure 9
21	Confidentiality agreement with Persons with whom UPSI is disclosed for Legitimate Purpose - Reg 3(3/4) of SEBI (PIT) Regulations, 2015	At the time of sharing of UPSI	Annexure 9A
22	Obtaining approval of Trading Plan - Reg 5 of SEBI (PIT) Regulations, 2015	Trading plan shall be approved and disclosed 6 months prior to trading to the Stock Exchanges	Annexure 10
23	Intimation of violations of Code of Conduct by the DP and their immediate relatives of DP to Stock Exchange and SEBI - Reg 9(1) read with clause 12/13 of Schedule B of SEBI (PIT) Regulations, 2015	Promptly	Annexure 11

ANNEXURE – 1

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.	
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 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
6	7	8	9	10	11
NOT APPLICABLE					

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

Name & Signature:

Designation:

Date:

Place:

ANNEXURE – 2

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	6

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
7	8	9	10	11	12

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

Name & Signature:

Designation:

Date:

Place:

ANNEXURE – 3

FORM C

SEBI (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (2) read with Regulation 6(2) – Continual disclosure]

Name of the company:

ISIN of the company:

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, CIN/DIN, & address with contact nos.	PAN, with	Category of Person (Promoters/ KMP /Director s/immediate relative to/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. and % Of shareholding	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revoke/ Invoke)	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).-Not Applicable

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 - 4

Undertaking by other Connected Persons

Date:

To,
The Compliance Officer,
Apcotex Industries Limited,
Vashi, Navi Mumbai

Dear Sir,

Re: Terms of Service

1. We, [insert name of Connected Person] are [providing/receiving] [nature of services/goods to be inserted] to Apcotex Industries Limited ("Company") pursuant to a contract/arrangement entered into between us and the Company ("Services").
2. We hereby acknowledge that we are aware that in the course of providing Goods/Services to the Company, we, our representatives, employees, affiliates, and advisors shall be in possession of information and/or documents in any form or manner, which may contain material, non-public information regarding the Company. We further acknowledge that we are aware and that our representatives, employees, affiliates, and advisors have been advised that applicable securities laws prohibit any person having unpublished price sensitive information (UPSI) about a company from trading with the securities of that company or communicating such UPSI, and we agree to abide by the terms of such securities laws, including without limitation, the SEBI (Prohibition of Insider Trading) Regulations, 2015 ("PIT Regulations"), and other applicable laws in relation to insider trading and the acquisition of securities. We hereby acknowledge and undertake that we have in place a code of conduct as per the requirements of PIT Regulations as applicable to us.
3. In the event of any breach of the provisions of (i) this undertaking, or (ii) any applicable securities laws, including the PIT Regulations, by us, we hereby unconditionally undertake to be fully responsible for the consequences of any such breach and fully indemnify and keep the Company and its directors, officers, employees, agents, representatives, and affiliates from and against all or any damages on account of such breach, or any penalties/fines/charges/costs/actions that may be imposed or undertaken by the SEBI or any other authorities under any Act, law or regulation.
4. We shall promptly notify the Company in the event of any breach of the provisions of (i) this undertaking, or (ii) any applicable securities laws, including the PIT Regulations, by us.
5. We also acknowledge that this undertaking forms an integral part of the terms of our engagement with the Company and any breach of this undertaking would result in a breach of the terms of such engagement and we understand and agree to be subject to all the consequences of such a breach.

Thanking you,

.....

[Name of Connected Person]
Contact Number

ANNEXURE – 4A

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. and % of shareholding	Type of security (For eg.– Shares, Warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy / Sale / Pledge / Revoke / Invoke)	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.

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:
Date:
Place:

ANNEXURE - 5

Initial Undertaking by Designated Persons

Date:

To,
The Compliance Officer / Company Secretary,
Apcotex Industries Limited,
Vashi, Navi Mumbai

Dear Sir,

Re: Undertaking under Apcotex Industries Limited- Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons

1. I have read and understood the Apcotex Industries Limited- Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons (“Code”), uploaded on the website of the Company and undertake to fully comply with the provisions thereof during my association with Apcotex Industries Limited (“Company”).
2. I also acknowledge that the provisions of the Code form an integral part of the terms of my service/employment/engagement with the Company and any breach of the Code would result in a breach of the terms of such service/employment/engagement and I understand and agree to be subject to all the consequences of such breach.
3. I acknowledge that in the course of my employment/engagement with the Company, I shall come across Unpublished Price Sensitive Information, which would be given to me in confidence, and I undertake that I shall not disclose any Price Sensitive Information received by me to any of my immediate relatives.
4. I further undertake that if I gain access to, or receive, any Price Sensitive Information I shall completely refrain from Trading in the shares of the Company till the time such information becomes generally available, in all cases in accordance with this Code.
5. In the event of any breach of the provisions of the Code by any of my immediate relatives, I hereby unconditionally undertake to be fully responsible for the consequences of any such breach.
6. All disclosures and undertakings made by me are complete and accurate in all respects and I have not withheld information that would make any of my undertakings or disclosures herein, inaccurate.

Thanking you,

.....
Name of Designated Person:

Employee Code No. (if applicable):

Department:

Annexure – 5A

(Disclosure on becoming Designated Person other than Promoters / Promoter Group, KMP and Directors)

Date:

To,
The Compliance Officer / Company Secretary,
Apcotex Industries Limited,
Vashi, Navi Mumbai

Dear Sir,

Sub: Disclosure on becoming Designated Persons other than Promoters / Promoters Group, KMP and Directors

Name, PAN, CIN/DIN & address with contact nos.	Category of Person (Designated Person/Immediate relative / other etc.)	Securities held as on the date of becoming Designated Person		% of Shareholding
		Type of security	No.	
1	2	3	4	5

Thanking you,

.....
(Signature)
Name of the Applicant:
Employee Code No. :

Contact Number:
Department:

ANNEXURE – 5B

Format of Annual Disclosure of Shares held in the Company by Designated Person

Date:

To
The Compliance Officer / Company Secretary
Apcotex Industries Ltd
Vashi, Navi Mumbai

Subject: Annual Disclosure of Shares held in the Company by Designated Person

Dear Sir,

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and Code for Prevention of Insider Trading in Equity shares of Apcotex Industries Ltd, I hereby submit annual disclosure of shares in the Company as per the details given below:

Particulars of designated Person		No. of shares held at the beginning of the year	No. of shares bought / sold during the year			No. of shares held at the end of the year	Mode of acquisition/ Sale	Remark
			Date	Nos.	Value			
Name, PAN, DPID/CLIENT ID of Self								
Name - PAN - DP ID - Client ID -								
Name, PAN, DPID/CLIENT ID of Immediate Relative								
Father	Name - PAN - DP ID Client ID -							
Mother	Name - PAN - DP ID - Client ID -							

Wife	Name - PAN - DP ID - Client ID -							
Son	Name - PAN - DP ID - Client ID -							
Daughter	Name - PAN - DP ID - Client ID -							
Brother	Name - PAN - DP ID - Client ID -							
Sister	Name - PAN - DP ID - Client ID -							

Note: You may add row as per your requirements (depend on no. of relatives)

I declare that the above disclosure is true and correct and is in accordance with SEBI (Insider Trading) Regulations, 2015

(Signature)
Name of designated Person:
Designation -
Code No. -

ANNEXURE - 6

Format of Application for Pre-clearance of Trades in Securities - Reg – 9(1) read with clause 11 of the schedule B of SEBI (PIT) Regulations, 2015

Date:

To
The Compliance Officer / Company Secretary
Apcotex Industries Ltd
Vashi, Navi Mumbai

Subject: Application for Pre-clearance of Trades in Securities

Dear Sir,

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and Code for Prevention of Insider Trading in Equity shares / securities of Apcotex Industries Ltd, I seek approval for trade in the shares of the Company as per the details given below:

1	Name of the applicant	
2	PAN	
3	Department	
4	Designation	
5	Relationship with the Applicant (Self/ Immediate Relative)	
6	Number of securities held as on date	
7	Folio No. / DP ID / Client ID No.	
8	The proposal is for	Purchase/Sale/Subscription/Pledge/other
9	Proposed date of trading in securities	
10	Estimated number of securities proposed to be purchased/subscribed/sold/pledge	
11	Current market price (as on date of application)	
12	Whether the proposed transaction will be through stock exchange or off-market trade	
13	Folio No. / DP ID / Client ID No. where the securities will be credited / debited	

I enclose herewith the Undertaking signed by me.

.....
Designated Person

ANNEXURE – 6A

Undertaking to be submitted along with the application for Pre-Clearance - Reg – 9(1) read with clause 11 of the schedule B of SEBI (PIT) Regulations, 2015

(This undertaking to be submitted in duplicate)

Date:

To
The Compliance Officer / Company Secretary
Apcotex Industries Ltd
Vashi, Navi Mumbai

I, Mr., (Name, Designation and Department) residing at , am desirous of dealing in (no. of securities) of the Company as mentioned in my application dated for pre-clearance of the transaction.

As required by the Company's Internal Code of Conduct for prohibition of Insider Trading, I hereby state that;

1. I have no access and have not received any Unpublished Price Sensitive Information, which means any information, directly / indirectly relating to the Company, in case published, is likely to significantly affect the price of shares of the company, till the time of executing this undertaking.
2. I am obliged to inform the Compliance Officer, in case, I happen to receive / had access to the Unpublished Price Sensitive Information, after execution of this undertaking, but before actual buying / selling of the Shares of the Company and will totally abstain from dealing in the shares of the Company till the time such information is made public / published.
3. I have not been violated the Code of Conduct for prohibition of insider trading, set by the Company from time to time, for prevention of Insider Trading.
4. I have made full and true disclosure in this matter.
5. If approval is granted, I shall execute the deal within 7 trading days of the receipt of approval, failing which I shall again seek pre-clearance.

.....
Designated Person

ANNEXURE – 6B

Approval from the Compliance Officer / Company - Reg – 9(1) read with clause 11 of the schedule B of SEBI (PIT) Regulations, 2015

Date:

To,
.....
.....
.....

Subject: Preclearance of transaction/trade in share/securities of the Company

Dear Sir,

This is with reference to your application dated, for pre-clearance of trade, submitted along with an undertaking on the date of application, seeking prior approval for buying / selling of, no. of Equity Shares of the Company.

We hereby grant the permission to buy / sell not more than no. of Equity Shares of the Company, subject to the following conditions, in line with Company's Code of Conduct for prohibition of insider trading.

1. The grant of permission is valid for **Seven Trading days**, in case the transaction is not executed within seven trading days after grant of approval, an application shall be submitted afresh for grant of prior permission.
2. You may kindly note that after the aforesaid transaction, you will not enter into an opposite transaction during the next 6 months from the date of aforesaid Trade.
3. All transaction in the Shares of the Company, under this approval, shall be communicated to the Company **within 2 working days of the execution of the transaction.**
4. Kindly note that any violation in compliance with aforesaid regulations, will attract penal provisions by the Company, including Wage/Salary Freeze, Suspension, ineligibility to participate in future in any schemes of the Company for the Employees.

It is presumed that the proposed transaction is in compliance with the SEBI (Substantial Acquisition of Shares and Takeovers) Regulation, 2011, SEBI (Prohibition of Insider Trading) Regulations, 2015 and any other applicable law.

Also note that this would not preclude SEBI from taking any action in case of violation of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Yours faithfully

for **Apcotex Industries Limited**

Compliance Officer

ANNEXURE – 6C

Letter of rejection from the Compliance Officer / Company - Reg – 9(1) read with clause 11 of the schedule B of SEBI (PIT) Regulations, 2015

Date:

To,

.....
.....
.....

Subject: Preclearance of transaction/trade in share/securities of the Company

Dear Sir,

This is with reference to your application dated, for pre-clearance of trade, submitted along with an undertaking on the date of application, seeking prior approval for buying / selling of no. of Equity Shares of the Company.

We hereby reject your application on account of the following reason:

.....
.....
.....
.....

Yours faithfully

for **Apcotex Industries Limited**

Compliance Officer

ANNEXURE – 6D

**Reporting of Trade Executed / Trade Information form /Disclosure of completion of trade - Reg
– 9(1) read with clause 11 of the schedule B of SEBI (PIT) Regulations, 2015**

Date:

To
The Compliance Officer / Company Secretary
Apcotex Industries Ltd
Vashi, Navi Mumbai

Subject: Reporting of Trade Executed in securities of the Company

Dear Sir,

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and Code for Prevention of Insider Trading in Equity shares / securities of Apcotex Industries Ltd, I hereby confirm that the transaction of trading in the shares of the Company for which, preclearance was granted on, was completed on by purchasing / selling / other Equity shares / securities of the Company.

Thanking you,

.....
Designated Person
Dept –

ANNEXURE – 6E

**Reporting of failure of execute Trade or decision not to trade after obtaining approval from the
Compliance Officer - Reg – 9(1) read with clause 11 of the schedule B of SEBI (PIT)
Regulations, 2015**

Date:

To
The Compliance Officer / Company Secretary
Apcotex Industries Ltd
Vashi, Navi Mumbai

Subject: Reporting of failure to execute transaction

Dear Sir,

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and Code for Prevention of Insider Trading in Equity shares / securities of Apcotex Industries Ltd, I hereby declare that the approval for trading in the shares / securities of the Company for which, preclearance was granted on, was not completed within 7 days of receipt of preclearance, due to I shall obtain fresh preclearance in the event I wish to execute the said trade again.

Thanking you,

.....
Designated Person

Dept:

ANNEXURE – 7

Format of disclosure of particulars by Promoter / Member of Promoter Group / Director / KMP / Designated Person on Material Financial Relationship

Date:

To
The Compliance Officer / Company Secretary
Apcotex Industries Ltd
Vashi, Navi Mumbai

Dear Sir,

Incompliance of Reg – 9(1) read with clause 14 of the schedule B of SEBI (Prohibition of Insider Trading) Regulations, 2015, I hereby disclose the following:

Details relating to the Designated Person		
1	Name of the Person	
2	Designation	
3	PAN or any other identifier authorized by law where PAN is not available	
4	Phone/Mobile No.	
5	Nature of Disclosure	Annual Disclosure / Change in Information

Details relating to Immediate relatives				
Sr. No.	Name of the Person	Relationship	PAN or any other identifier authorized by law where PAN is not available	Phone/Mobile No.
1		Father		
2		Mother		
3		Wife		
4		Son		
5		Daughter		
6		Sister		
7		Brother		

Details relating to Person with whom the designated Person shares a Material Financial Relationship (MFR)			
Sr. No.	Name of the Person with whom the designated Person shares a MFR	PAN or any other identifier authorized by law where PAN is not available	Phone/Mobile No.
1			

Statement of Material Financial Relationship (MFR)		
1	Annual Income of Designated Person	
2	Nature of MFR	
3	Material transaction amount	
4	Material transaction % to Annual Income	

I,, hereby undertake that the aforementioned information provided by the undersigned above is true and to the best of my knowledge. The information is provided in compliance with Regulation 6(4) of the Code and as per the Schedule B of the Regulations. The undersigned is being made aware that the above information will be kept strictly confidential and will not be shared except under the following circumstances:

- a. Under any proceedings or pursuant to any order of courts or tribunals;
- b. For investigation, inquiry or request for information by statutory or governmental authorities or any other administrative body recognized by law; and
- c. In compliance with applicable laws, regulations, rules and requirements;

Thanking you,

.....
Name of Designated Person:

Notes:

1. **Immediate Relative** means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in securities;
2. **Material Financial Relationship** refers to a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from a designated person during the immediately preceding twelve months, equivalent to at least 25% of the annual income of such designated person, but shall exclude relationships in which the payment is based on arm's length transactions

Format of disclosure of names of educational institutions and name of past employers

Date:

To
The Compliance Officer / Company Secretary
Apcotex Industries Ltd
Vashi, Navi Mumbai

Dear Sir,

Incompliance of Reg – 9(1) read with clause 14 of the schedule B of SEBI (Prohibition of Insider Trading) Regulations, 2015, I hereby disclose the following:

Details relating to the Designated Person		
1	Name of the Person	
2	Designation	
3	Names of the Educational Institutions from which designated person have graduated	
4	Name (s) of past employers	
5	Nature of Disclosure	Annual Disclosure / Change in Information

I, , hereby undertake that the aforementioned information provided by the undersigned above is true and to the best of my knowledge. The information is provided in compliance with Insider Trading Regulations of the Code and as per the Schedule B of the Regulations. The undersigned is being made aware that the above information will be kept strictly confidential and will not be shared except under the following circumstances:

- a. Under any proceedings or pursuant to any order of courts or tribunals;
- b. For investigation, inquiry or request for information by statutory or governmental authorities or any other administrative body recognized by law; and
- c. In compliance with applicable laws, regulations, rules and requirements;

Thanking you,

.....
Name of Designated Person

ANNEXURE – 8

Notice to employees / other Persons with whom UPSI is shared - Regulation 9A (2d) of SEBI (Prohibition of Insider Trading) Regulations, 2015

Date:

To

.....

Subject - Notice to employees and other Persons with whom UPSI is shared – Regulation 9A (2d) of SEBI (Prohibition of Insider Trading) Regulations, 2015

Dear All,

This has reference to the “Code of Conduct to Regulate, Monitor and Report Trading in shares of the Company” (“Code”) submitted to stock exchanges and uploaded on the website of the Company and the provisions of SEBI (PIT) Regulations, 2015. You being a Designated Person under the Code, we hereby advise you to abide by the Code and keep the Unpublished Price Sensitive Information which comes in your possession or knowledge, as strictly confidential and handle it in accordance with the requirements of the Code/Regulation.

This letter may be in addition to any confidentiality agreement/undertaking, if any executed by you in favour of the Company.

Thanking You,

For Apcotex Industries Limited

.....
Compliance Officer

ANNEXURE – 8A

Report of Unpublished Price Sensitive Information received directly or indirectly to the Compliance Officer

Date:

To
The Compliance Officer / Company Secretary
Apcotex Industries Ltd
Vashi, Navi Mumbai

Dear Sir,

Sub: Reporting of Unpublished Price Sensitive Information (USPI)

I.....being a Designated Person as per Apcotex Industries Limited- Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons (“Code”), hereby report the following USPI received/accessed by me either directly or indirectly which directly or indirectly related to Apcotex Industries Limited, or its Securities, that is generally not available, and which on being Generally Available, is likely to materially affect the price of Securities of Company:

Sr. No.	USPI	Information
1	financial results	
2	Dividends	
3	change in capital structure;	
4	mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions	
5	changes in key managerial personnel	
6	such other information as may be deemed to be constituted as USPI by the Board and the Compliance Officer from time to time	

I,, hereby undertake that the aforementioned information provided by the undersigned above is true and to the best of my knowledge. The information is provided in compliance with the Insider Trading Regulations of the Code and as per the Schedule B of the Regulations. The undersigned is being made aware that the above information will be kept strictly confidential and will not be shared except under the following circumstances:

- i. Under any proceedings or pursuant to any order of courts or tribunals;
- ii. For investigation, inquiry or request for information by statutory or governmental authorities or any other administrative body recognized by law; and
- iii. In compliance with applicable laws, regulations, rules and requirements;

Thanking you,

.....
Designated Person

ANNEXURE – 8B

Format for intimation of actual or suspected Leak of Unpublished Price Sensitive Information (UPSI) to the Stock Exchanges

Date:

To, Manager – Department of Corporate Services BSE Limited P. J. Towers, Dalal Street, Fort, Mumbai – 400 001 Scrip Code No. 523694	The Manager - Listing Department, The National Stock Exchange of India Ltd Exchange Plaza, 5th floor, Plot no. C/1, “G” Block, Bandra-Kurla Complex, Mumbai-400051 Symbol: APCOTEXIND
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Dear Sir / Madam,

Sub: Intimation of actual or suspected leak of UPSI pursuant to Regulation 30 of SEBI (LODR) Regulation, 2015.

Pursuant to Regulation 30 of SEBI (LODR) Regulation, 2015, we are reporting actual or suspected leak of UPSI of the Company, as follows;

Name of Offender, if known	
Name of Organization	
Designation (Employee, Insider, Designated Person or any other)	
Nature of Information	
Whether any action initiated by the Company? If yes, narration of the same	Yes/No
Decision of the Enquiry Committee	
Disciplinary action taken by the Company	

Request you to kindly take the aforementioned on your records.

Thanking you,

For Apcotex Industries Limited

Compliance Officer

ANNEXURE – 8B

Format for Reporting Actual or Suspected Leak of Leak of Unpublished Price Sensitive Information (UPSI) to the SEBI

Date:

To,
Securities and Exchange Board of India
Plot No. C 4-A, G Block,
Near Bank of India, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Ref.: BSE Scrip Code No. 523694 and Symbol: APCOTEXIND

Dear Sir / Madam,

Sub: Report of actual or suspected leak of UPSI pursuant to regulation 9A (5) of SEBI (Prohibition of Insider Trading) Regulation, 2015

Pursuant to Regulation 9A (5) of SEBI (Prohibition of Insider Trading) Regulation, 2015, we are reporting actual or suspected leak of UPSI of the Company, as follows;

Name of Offender, if known	
Name of Organization	
Designation (Employee, Insider, Designated Person or any other)	
Nature of Information	
Whether any action initiated by the Company? If yes, narration of the same	Yes/No
Decision of the Enquiry Committee	
Disciplinary action taken by the Company	

Request you to kindly take the aforementioned on your records.

Thanking you,

For Apcotex Industries Limited

Compliance Officer

ANNEXURE – 9

**Format for sharing of Unpublished Price Sensitive Information pursuant to legitimate purpose
- Regulation 3(2B) of SEBI (Prohibition of Insider Trading) Regulations, 2015**

Date:

To

.....
.....
.....

Kind attention:

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.

In pursuance of the provisions of Regulation 3(2B) and other applicable provisions of SEBI (Prohibition of Insider Trading) Regulations, 2015, 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, shall be maintained in compliance with the SEBI (Prohibition of Insider Trading) Regulations, 2015.

Kindly sign and return a copy of this letter in confirmation of your acceptance of the terms hereof.

This letter is in addition to the confidentiality agreement / undertaking executed by you on and / or any other confidentiality undertaking / agreement executed by you in favour of the Company in this regard.

Thanking You,

For Apcotex Industries Limited

.....
Compliance Officer

Agreed and Accepted

For

.....
(Sign)
Name and Designation

ANNEXURE – 9A

Specimen of Confidentiality Agreement with Persons to whom UPSI is disclosed for Legitimate Purpose - Regulation 3(3/4) of SEBI (Prohibition of Insider Trading) Regulations, 2015

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is executed at (City) on this (Day) of (Month) of (Year)

BY AND BETWEEN:

Apcotex Industries Ltd., a company incorporated under Companies Act, 1956 with CIN L99999MH1986PLC039199 and having its registered office at 49/53 Mahaveer Centre, Plot no. 77, Sector 17, Vashi, Navi Mumbai - 400 703, Maharashtra (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 PAN and residing at (hereinafter referred to as the “Recipient”) (which expression shall unless it be repugnant to the context or meaning thereof 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 other 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 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

<p>For and on behalf of Apcotex Industries Ltd (Disclosing Party)</p> <p>Name:..... Authorised Signatory In presence of Signed Sealed and Delivered By</p> <p>.....</p> <p>Name: In presence of</p>	<p>For and on behalf of (Recipient)</p> <p>Name: Authorised Signatory In presence of Signed Sealed and Delivered By</p> <p>.....</p> <p>Name: In presence of</p>
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ANNEXURE – 10

Format for Trading Plan - Reg 5 of SEBI (PIT) Regulations, 2015

Date:

To
The Compliance Officer / Company Secretary
Apcotex Industries Ltd
Vashi, Navi Mumbai

Subject: Application for Trading Plan in Securities

Dear Sir,

I,, in my capacity as**(Designated Person)** 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**

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 20th 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. Not commence the trading as per above plan if the Unpublished Price Sensitive Information which is in my possession at present, do not comes 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

.....

Designated Person

Dept:

ANNEXURE 11

Format for violations of Code of Conduct by the Designated Persons and immediate relatives of Designated Person - Reg 9(1) read with clause 12/13 of Schedule B of SEBI (PIT) Regulations, 2015

Date:

<p>To, Manager – Department of Corporate Services BSE Limited P. J. Towers, Dalal Street, Fort, Mumbai – 400 001</p> <p>Scrip Code No. 523694</p>	<p>To, The Manager - Listing Department, The National Stock Exchange of India Ltd Exchange Plaza, 5th floor, Plot no. C/1, "G" Block, Bandra-Kurla Complex, Mumbai-400051</p> <p>Symbol: APCOTEXIND</p>
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Dear Sir/Madam,

Sub: Intimation of violations of Code of Conduct by the Designated Persons and immediate relatives of Designated Persons under SEBI (Prohibition of Insider Trading) Regulation, 2015

Pursuant to Regulation 30 of SEBI (LODR) Regulation, 2015, we are reporting violations of Code of Conduct by the Designated Persons and immediate relatives of Designated Persons of the Company, as follows;

Sr. No.	Particulars	Details
1	Name of the Listed entity.	
2	Please tick appropriate checkbox Reporting in capacity of: <ul style="list-style-type: none"> <input type="checkbox"/> Listed entity <input type="checkbox"/> Intermediary <input type="checkbox"/> Fiduciary 	
3	Name of the Designated Person (DP). Name of the immediate relatives of DP if reporting is for immediate relative.	
4	PAN of the DP PAN of the immediate relatives 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 position (CEO/CFO/CTO etc.)	
8	Transaction details <ul style="list-style-type: none"> i) Name of the scrip ii) No. and value of shares traded (including pledge) (Date – wise) 	
9	In case trading value exceeds Rs. 10 lakhs in calendar quarter <ul style="list-style-type: none"> i) Date of intimation of trade by concerned DP/Director/Promoter/Promoter group to company under regulation 7 of SEBI (PIT) Regulations, 2015 ii) Date of intimation of trade by Company to Stock Exchanges under regulation 7 of SEBI (PIT) Regulations, 2015 	
10	Details of violation observed under SEBI (PIT) Regulations, 2015.	
11	Action taken by the Listed entity.	
12	Reasons for the action taken by Listed entity	
13	Details of Instances of any violation in the previous financial year.	
14	Any other relevant information	

Request you to kindly take the aforementioned on your records.

Thanking you,

For Apcotex Industries Limited

Compliance Officer

ANNEXURE 11

Format for violations of Code of Conduct by the Designated Persons and immediate relatives of Designated Persons - Reg 9(1) read with clause 12/13 of Schedule B of SEBI (PIT) Regulations, 2015

Date:

To,
Securities and Exchange Board of India
Plot No. C 4-A, G Block,
Near Bank of India, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Ref.: BSE Scrip Code No. 523694 and Symbol: APCOTEXIND

Dear Sir / Madam,

Sub: Intimation of violations of Code of Conduct by the Designated Persons and immediate relatives of Designated Persons under SEBI (Prohibition of Insider Trading) Regulation, 2015

Pursuant to Regulation 9 (1) of SEBI (Prohibition of Insider Trading) Regulation, 2015, we are reporting violations of Code of Conduct by the Designated Persons and immediate relatives of Designated Persons of the Company, as follows;

Sr. No.	Particulars	Details
1	Name of the Listed entity.	
2	Please tick appropriate checkbox Reporting in capacity of: o Listed entity o Intermediary o Fiduciary	
3	Name of the Designated Person (DP). Name of the immediate relatives of DP if reporting is for immediate relative	
4	PAN of the DP PAN of the immediate relatives 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 position (CEO/CFO/CTO etc.)	
8	Transaction details a. Name of the scrip b. No. and value of shares traded (including pledge) (Date – wise)	
9	In case trading value exceeds Rs. 10 lakhs in calendar quarter a. Date of intimation of trade by concerned DP/Director/Promoter/Promoter group to company under regulation 7 of SEBI (PIT) Regulations, 2015 b. Date of intimation of trade by Company to Stock Exchanges under regulation 7 of SEBI (PIT) Regulations, 2015	
10	Details of violation observed under SEBI (PIT) Regulations, 2015.	
11	Action taken by the Listed entity.	
12	Reasons for the action taken by Listed entity	
13	Details of Instances of any violation in the previous financial year.	
14	Any other relevant information	

Request you to kindly take the aforementioned on your records.

Thanking you,

For Apcotex Industries Limited

Compliance Officer

PAN:
Email ID
Mobile No:
Date and Place