

ROYAL CUSHION VINYL PRODUCTS LIMITED

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Royal Cushion Vinyl Products Limited Insider Trading - Code of Conduct

This Policy is only an internal code of conduct and one of the measures to avoid Insider Trading. It will be the responsibility of each person covered under the SEBI Insider Trading Regulations to ensure compliance of the SEBI Act, Guidelines and other related statutes.

INSTRUCTIONS FOR DESIGNATED PERSONS

Do not engage in insider dealing:

- Trading in the Royal Cushion Vinyl Products Limited's (RCVPL) securities when you have inside information or sharing it with others is illegal and can result in severe penalties. Never indulge in forward dealings in securities of the Company. Both these are prohibited activities.

- Never buy or sell any of the RCVPLs securities if you have inside information.
- Never spread false information to manipulate the share price of the Company.
- Trading indirectly when in possession of inside information of the Company and/or its Securities, for example through family members or others, or providing ‘tips’ is also prohibited.
- Follow the same principles in relation to inside information of Company’s Subsidiary or Associate Companies.

Note: In case has/have any doubt(s), check with Secretarial Department.

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1. PRELIMINARY AND RESTRICTIONS ON INSIDER TRADING

1.1 BACKGROUND

The Securities and Exchange Board (Prohibition of Insider Trading) Regulations, 2015 (“the Regulations”) seek to govern the conduct of insiders, connected persons and persons who are deemed to be connected persons on matters relating to Insider Trading.

Insider Trading involves trading in the securities of a company listed or proposed to be listed, by connected or any persons in possession of or with access to unpublished price sensitive information not available to the general public, who can take advantage of or benefit from such unpublished price sensitive information. Trading in securities by an ‘insider’ is regarded unfair when it is predicated upon utilisation of ‘inside’ information to profit at the expense of other investors who do not have access to the same information.

Royal Cushion Vinyl Products Limited’s (RCVPL) revised Insider Trading - Code of Conduct was adopted and amended with effect from **February 14, 2023**. This Code of Conduct incorporates the amendments so as to align it with the new regulations, i.e., the Securities and Exchange Board (Prohibition of Insider Trading) Regulations, 2015 (including any modification(s) / amendment(s) / re-enactment(s) thereof) (“PIT Regulations”).

1.2 OBJECTIVE OF THIS CODE OF CONDUCT

This Code of Conduct has been prepared by adopting the standards set out in Schedule B of the Regulations in order to regulate, monitor and report trading by its employees and other connected persons towards achieving compliance with the regulations.

In order to fully understand the scope of restrictions on insider trading, it is useful to understand the following terms/definitions.

1.3 DEFINITIONS

- a) “Act” means the Securities and Exchange Board of India Act, 1992 (15 of 1992);
- b) “Audit Committee” shall mean Committee of the Board of the Company constituted pursuant to Section 177 of the Companies Act, 2013 read with Regulation 18 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;
- c) “Board” means the Securities and Exchange Board of India;
- d) “Code” or “Code of Conduct” shall mean the Code of Internal Procedures and Conduct for Regulating, Monitoring and Reporting of trading by insiders of Royal Cushion Vinyl Products Limited as amended from time to time;
- e) “Company” means Royal Cushion Vinyl Products Limited (“RCVPL”);
- f) “Compliance officer” means any senior officer, designated so and reporting to the board of directors or head of the organization in case board is not there, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under these regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision of the board of directors of the listed company or the head of an organization, as the case may be.

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

- g) “Connected person” means: -

- (i) 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.
- (ii) Without prejudice to the generality of the foregoing, the persons falling within the following categories shall be deemed to be connected persons unless the contrary is established,-
- (a) an immediate relative of connected persons specified in clause (i); or
 - (b) a holding company or associate company or subsidiary company; or
 - (c) an intermediary as specified in section 12 of the Act or an employee or director thereof; or
 - (d) an investment company, trustee company, asset management company or an employee or director thereof; or
 - (e) an official of a stock exchange or of clearing house or corporation; or
 - (f) a member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or
 - (g) a member of the board of directors or an employee, of a public financial institution as defined in section 2 (72) of the Companies Act,2013; or
 - (h) an official or an employee of a self-regulatory organization recognised or authorized by the Board; or
 - (i) a banker of the company; or
 - (j) a concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of a company or his immediate relative or banker of the company, has more than ten per cent. of the holding or interest;
- h) “Contra Trade” means a trade or transaction which involves buying or selling any number of shares of the Company and within 6 months trading or transacting in an opposite transaction involving sell or buy following the prior transaction;
- i) “Dealing in securities” means an act of subscribing, buying, selling or agreeing to subscribe, buy, sell or deal in any securities by any person either as principal or agent;
- j) “Designated Persons” means:
- (i) Members of the Board of Directors of the Company and its subsidiaries;

- (ii) Promoters of the Company and Members belonging to the Promoter group of RCVPL;
- (iii) Holding, Subsidiary Company (including Foreign Subsidiary);
- (iv) Chief Financial Officer (CFO) and Company Secretary (CS) of RCVPL;
- (v) Auditors of the Company;
- (vi) All employees of the Accounts, Finance, Legal & Secretarial Department of the Company at Plant and Corporate Office;
- (vii) Chief Executive Officer (CEO) and Employees upto two levels below CEO of RCVPL and its Material Subsidiaries irrespective of their functional role in the Company or ability to have access to UPSI;
- (viii) Secretaries/Executive Assistants reporting to the Chairman or the Whole Time Director/CEO/CFO/CS;
- (ix) All Departmental Heads of the Company (For e.g. Finance Head, Purchase Head, Sales Head, Marketing Head, Export Head, HR Head, etc.);
- (x) Any support staff of RCVPL, such as IT staff or secretarial staff who have access to unpublished price sensitive information;
- (xi) Employees of other Departments/Divisions on a case-to-case basis, who could be reasonably expected to have access to unpublished price sensitive information(s) relating to the Company, to be decided by the Chairman Whole-Time Director/CFO/Compliance Officer, on a case-to case basis;
- (xii) Immediate Relatives of persons specified in (i) to (xi) above;
- (xiii) Any other Person designated by the Company on the basis of their functional role and such function would provide access to unpublished price sensitive information; and
- (xiv) Such other persons as may be identified by the Compliance Officer.

*Associate Company means a company in which RCVPL has a significant influence, but which is not a Subsidiary Company of the RCVPL having such influence and includes a Joint Venture Company.

Explanation.—For the purpose of this clause;

- (a) the expression "significant influence" means control of at least 20% of total voting power, or control of or participation in business decisions under an agreement;
- (b) the expression "joint venture" means a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the arrangement.
- k) "generally available information" means information that is accessible to the public on a non-discriminatory basis;

- l) “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;

Note: if spouse is financially independent and does not consult an insider while taking trading decisions, the spouse will not be exempted from the definition of immediate relative. A spouse is presumed to be an “immediate relative”, unless rebutted so.

- m) "insider" means any person who is:
- (i) designated person(s) & their immediate relative(s)
 - (ii) a connected person; or
 - (iii) in possession of or having access to unpublished price sensitive information;
- n) “Key Managerial Personnel” shall have the meaning assigned to it under the Companies Act, 2013;
- o) “Leak of UPSI” shall refer to such act / circumstance(s) by virtue of which an UPSI is made available or becomes available, by any means or mode to any person, association, body, firm, agency, society, entity or to a group thereof, whether registered or otherwise before its official publication or announcement or formal circulation in public domain and which shall also include any purported attempt thereof;

Explanation: It covers the instances where the UPSI has been shared by a person to any person, association, body, firm, agency, society, entity or to a group thereof except in compliance with applicable law.

- p) “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 and consultants provided that such sharing has not been carried out to evade or circumvent the prohibitions of PIT Regulations.
- q) “Material financial relationship” shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift 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.

- r) "promoter" shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2[2018] or any modification thereof;
- s) "promoter group" shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof;
- t) "Regulations" shall mean the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any amendments thereto ("PIT Regulations");
- u) "securities" shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof;
- v) "specified" means specified by the SEBI in writing;
- w) "takeover regulations" means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;
- x) "trading" means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities, and "trade" shall be construed accordingly;
- y) "trading day" means a day on which the recognized stock exchanges are open for trading;
- z) "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, ordinary 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

Words and expressions used and not defined in these regulations but defined in the Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956), the Depositories Act, 1996 (22 of 1996) or the Companies Act, 2013 (18 of 2013) and rules and regulations made thereunder shall have the meanings respectively assigned to them in those legislation.

1.4 COMPLIANCE OFFICER

RCVPL has appointed the Company Secretary, as the Compliance Officer for the purposes of the Regulations, who shall work subject to the guidance of the Chairman and/ or Whole Time Director/ CEO and the Board of Directors.

1.5 RESPONSIBILITY OF CHAIRMAN/ WHOLE TIME DIRECTOR (WTD)/ CHIEF EXECUTIVE OFFICER (CEO)

The Chairman/Whole-Time Director/CEO of RCVPL shall formulate/ amend this Code with the approval of the Board of Directors of the Company to regulate, monitor and report trading by its designated persons and their Immediate relatives towards achieving compliance with SEBI (Prohibition on Insider Trading) Regulations, 2015 (“PIT Regulations”), adopting the minimum standards set out in Schedule B of PIT Regulations, as may be amended from time to time, without diluting the provisions of its regulations in any manner.

1.6 DETERMINATION OF DESIGNATED PERSONS

The Board of Directors shall in consultation with the Compliance Officer of the Company, shall determine the list of designated persons on the basis of their role and function in the organization and the access that such role and function would provide to unpublished price sensitive information in addition to seniority and professional designation, who shall be covered by this code.

1.7 APPLICABILITY OF THIS CODE

This Code is applicable to the designated persons as may be specified by the Board of Directors and their immediate relatives.

1.8 COMMUNICATION OR PROCUREMENT OF UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

- (1) No insider shall communicate, provide, or allow access to any unpublished price sensitive information, relating to a company or securities listed or proposed to be listed, to any person including other insiders except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.
- (2) No person shall procure from or cause the communication by any insider of unpublished price sensitive information, relating to a company or securities listed or proposed to be listed,

except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

- (3) Notwithstanding anything contained in this regulation, an unpublished price sensitive information may be communicated, provided, allowed access to or procured, in connection with a transaction that would:-
 - (i) entail an obligation to make an open offer under the takeover regulations where the board of directors of the listed company is of informed opinion that sharing of such information is in the best interests of the company;
 - (ii) not attract the obligation to make an open offer under the takeover regulations but where the board of directors of the listed company is of informed opinion that sharing of such information is in the best interests of the company and the information that constitute unpublished price sensitive information is disseminated to be made generally available at least two trading days prior to the proposed transaction being effected in such form as the board of directors may determine to be adequate and fair to cover all relevant and material facts.
- (4) For purposes of sub-regulation (3), the board of directors shall require the parties to execute agreements to contract confidentiality and non-disclosure obligations on the part of such parties and such parties shall keep information so received confidential, except for the purpose of sub-regulation (3), and shall not otherwise trade in securities of the company when in possession of unpublished price sensitive information.
- (5) The board of directors or head(s) of the organisation of every person required to handle unpublished price sensitive information shall ensure that a structured digital database is maintained containing the nature of unpublished price sensitive information and the names of such persons who have shared the information and also the names of such persons with whom information is shared under this regulation along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available. Such database shall not be outsourced and shall be maintained internally with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.
- (6) The board of directors or head(s) of the organisation of every person required to handle unpublished price sensitive information shall ensure that the structured digital database is preserved for a period of not less than eight years after completion of the relevant transactions and in the event of receipt of any information from the Board regarding any investigation or enforcement proceedings, the relevant information in the structured digital database shall be preserved till the completion of such proceedings.

1.9 TRADING IN RCVPL SECURITIES

(i) Restriction on trading in RCVPL Securities

No insider shall trade in securities that are listed or proposed to be listed on a stock exchange when in possession of unpublished price sensitive information.

Explanation –When a person who has traded in securities has been in possession of unpublished price sensitive information, his trades would be presumed to have been motivated by the knowledge and awareness of such information in his possession.

Such insider shall also 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 recommendation for the purchase or sale of the Company's Securities.

(ii) Joint holding

The provisions of this code shall also be applicable for trading either as a first named shareholder or as a joint holder.

1.10 DEFENSE TO INSIDER WHEN TRADING IN COMPANY'S SECURITIES WHEN HAVING UPSI

Trading in RCVPL Securities when in possession of any unpublished price sensitive information, the insider may prove his innocence by demonstrating the circumstances including the following:-

- (i) the transaction is an off-market inter-se transfer between insiders who were in possession of the same unpublished price sensitive information without being in breach of regulation 3 and both parties had made a conscious and informed trade decision;
- (ii) the transaction was carried out through the block deal window mechanism between persons who were in possession of the unpublished price sensitive information without being in breach of regulation 3 and both parties had made a conscious and informed trade decision;
- (iii) the transaction in question was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction;
- (iv) the transaction in question was undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations;
- (v) in the case of non-individual insiders: –
 - (a) the individuals who were in possession of such unpublished price sensitive information were different from the individuals taking trading decisions and such

decision-making individuals were not in possession of such unpublished price sensitive information when they took the decision to trade; and

- (b) appropriate and adequate arrangements were in place to ensure that these regulations are not violated and no unpublished price sensitive information was communicated by the individuals possessing the information to the individuals taking trading decisions and there is no evidence of such arrangements having been breached;
- (vi) the trades were pursuant to a trading plan set up in accordance with regulation 5 and submitted by the insider to the Compliance Officer;
- (vii) In the case of connected persons the onus of establishing, that they were not in possession of unpublished price sensitive information, shall be on such connected persons and in other cases, the onus would be on the Board.

1.11 CHINESE WALL

To prevent the misuse of confidential information, the Company has laid down Chinese Walls procedures which separate those areas of the Company that routinely have access to confidential information, considered “inside areas” from those which deal with sale/marketing/ investment advice or other departments providing support services, considered “public areas”:

- i. The employees in the inside area shall not communicate any Unpublished Price Sensitive Information to anyone in public area.
- ii. The Company shall have process of maintaining securely, computer files containing confidential information and physical storage of documents relating to UPSI.
- iii. All the unpublished price sensitive information is to be handled on “need to know basis”, i.e., Unpublished Price Sensitive Information should be disclosed only to those within the Company who need the information to discharge their duty and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of the information. All the non-public information directly received by any employee should immediately be reported to the head of the department. In exceptional circumstances employees from the public areas may be brought “over the wall” and given confidential information on the basis of “need to know” criteria, under intimation to the Compliance Officer.

1.12 PROCESS FOR HOW AND WHEN PEOPLE ARE BROUGHT ‘INSIDE’ ON SENSITIVE TRANSACTIONS

The Compliance Officer in consultation with WTD/CEO/CFO of the Company shall decide on how and when any person(s) should be brought ‘inside’ on any proposed or ongoing sensitive transaction(s).

A person(s) shall be brought inside on any proposed or ongoing sensitive transaction(s) of the Company who may be an existing or proposed partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants etc. for legitimate purpose which shall include the following;

- (i) in the ordinary course of business;
- (ii) in furtherance of performance of duty(ies);
- (iii) for discharge of legal obligation(s);
- (iv) for any other genuine or reasonable purpose as may be determined by the Compliance Officer of the Company;
- (v) for any other purpose as may be prescribed under the Securities Regulations or Company Law or any other law for the time being in force, in this behalf, as may be amended from time to time.

Provided that such sharing has not been carried out to evade or circumvent the prohibitions of PIT Regulations.

1.13 INTIMATION OF DUTIES AND RESPONSIBILITIES AND THE LIABILITY TO THE PERSON(S) WHO HAS/HAVE BEEN BROUGHT INSIDE' ON SENSITIVE TRANSACTION(S)

Any person(s) who has/have been brought inside on any proposed and/or ongoing sensitive transaction(s) and in receipt of unpublished price sensitive information shall be considered an “insider” for purposes of this Code and due notice shall be given to such persons, in the format as set out in by the Compliance Officer in consultation with WTD/ CEO and/or CFO of the Company:

- (i) To make aware such person that the information shared is or would be confidential;
- (ii) To instruct such person to maintain confidentiality of such unpublished price sensitive information in compliance with these regulations;
- (iii) To make aware to such person the duties and responsibilities attached to the receipt of such information and the liability attached to misuse or unwarranted use of such information.

1.14 INTERNAL CONTROL SYSTEM

The Managing Director/ WTD/ CEO of RCVPL shall put in place adequate and effective system of internal controls to ensure compliance with the requirements given in these Code and PIT Regulations to prevent insider trading.

1.15 TRADING PLANS

- 1) An insider shall be entitled to formulate a trading plan and present it to the compliance officer for approval and public disclosure pursuant to which trades may be carried out on his behalf in accordance with such plan.
- 2) Such trading plan shall:–
 - (i) not entail commencement of trading on behalf of the insider earlier than six months from the public disclosure of the plan;
 - (ii) not entail trading for the period between the twentieth trading day prior to the last day of any financial period for which results are required to be announced by the issuer of the securities and the second trading day after the disclosure of such financial results;
 - (iii) entail trading for a period of not less than twelve months;
 - (iv) not entail overlap of any period for which another trading plan is already in existence;
 - (v) set out either the value of trades to be effected or the number of securities to be traded along with the nature of the trade and the intervals at, or dates on which such trades shall be effected; and
 - (vi) not entail trading in securities for market abuse.
- 3) The compliance officer shall review the trading plan to assess whether the plan would have any potential for violation of these regulations and shall be entitled to seek such express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan.

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

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

- 4) The trading plan once approved shall be irrevocable and the insider shall mandatory have to implement the plan, without being entitled to either deviate from it or to execute any trade in the securities outside the scope of the trading plan.
- 5) Upon approval of the trading plan, the compliance officer shall notify the plan to the stock exchanges on which the securities are listed.

1.16 PRE-CLEARANCE OF TRADES

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

Provided that the pre-clearance is not applicable for subscription to the stock grants upon its vesting. However, for any subsequent sale of shares acquired under Employee Stock Options Plans / Schemes (ESOPs), pre-clearance shall be applicable as per limits prescribed as above.

- (ii) An undertaking in 'Annexure B' executed in favour of the Company, forming part of the Application Form as mentioned herein-above, shall incorporate, inter alia, the following clauses:
- That the Designated Person(s) and their immediate relative(s) does not have any access or has not received "Price Sensitive Information" upto the time of signing the undertaking.
 - That in case the Designated Person(s) and their immediate relative(s) has access to or receives "Price Sensitive Information" after the signing of the undertaking but before the execution of the transaction, he / she shall inform the Compliance Officer of the fact and that he / she would completely refrain from dealing in the securities of the Company till the time such information becomes public.
 - That he / she has not contravened the Code of Conduct for prevention of Insider Trading as notified by the Company/ SEBI from time to time.
 - That he /she has made a full and true disclosure in the matter.
- (iii) No designated person shall apply for pre-clearance of any proposed trade if such designated person is in possession of unpublished price sensitive information even if the trading window is not closed.
- (iv) The Compliance Officer shall also determine whether any such declaration is reasonably capable of being rendered inaccurate.
- (v) All Designated Persons of the Company and their immediate relatives shall execute their order in respect of securities of the Company within 7 (seven) trading days after the approval of pre-clearance in 'Annexure C'. If the order is not executed within 7 (seven) trading days after the approval is given, the employee must obtain the pre-clearance for the transaction again.

1.17 NO TRADING PERIOD

- i. The trading period during which the Company's securities can be traded is called trading window. The trading window shall be closed during the time the price sensitive information is unpublished.
- ii. When the trading window is closed, the Designated Persons (including their immediate relatives) shall not trade in the Company's securities in such period.
- iii. The trading window shall be, inter-alia closed at the time of:
 - a) Declaration of Financial results;
 - b) Declaration of dividends (interim and final);
 - c) Change in capital structure;
 - d) Mergers, de-mergers, acquisitions, delistings, disposals and expansion of business;
 - e) Changes in key managerial personnel;
 - f) Such other time as the Compliance Officer determines that a designated person or class of designated person is reasonably expected to have possession of unpublished price sensitive information.
- iv. The Compliance Officer shall also close the trading window when he determines that a designated person or class of designated persons can reasonably be expected to have possession of unpublished price sensitive information. Such closure shall be imposed in relation to such securities to which such unpublished price sensitive information relates.
- v. The trading window shall be opened 48 (Forty Eight) hours after the unpublished price sensitive information becomes generally available.
- vi. The trading window shall also be applicable to any person having contractual or fiduciary relation with the Company, such as auditors, accountancy firms, law firms, analysts, consultants etc., assisting or advising the Company.
- vii. All Designated Person of the Company and their immediate relative(s) shall conduct all their dealings in the securities of the Company only in a valid Trading Window and shall not deal in any transaction involving the purchase or sale of the Company's securities during the periods when Trading Window is closed as referred above or during any other period as may be specified by the Whole-Time Director/CEO/ Compliance Officer/Chief Financial Officer from time to time.
- viii. The Compliance Officer shall intimate the closure of Trading Window to all the Designated Person(s) of the Company when he / she determines that a designated person or class of Designated Person(s) can reasonably be expected to have possession of unpublished price sensitive information. Such closure shall be imposed in relation to such securities to which such unpublished price sensitive information relates.
- ix. The Compliance Officer after taking into account various factors including the unpublished price sensitive information in question becoming generally available and being capable of assimilation by the market, shall decide the timing for re-opening of the trading window, however in any event it shall not be earlier than 48 (Forty Eight) hours after the information becomes generally available.
- x. However, subject to the SEBI Act, Rules and Regulations, in case of ESOPs, exercise of options shall be allowed during the period when the trading window is closed. However,

sale of shares allotted on exercise of ESOPs shall not be allowed when the trading window is closed.

- xi. Creation of pledge is allowed when trading window is closed. However, the pledgor or pledgee may demonstrate that the creation of pledge was bona fide and prove their innocence under proviso to sub-regulation (1) of regulation 4 of the PIT Regulations.
- xii. No Director, Key Managerial Personnel or Designated Persons shall enter into derivative transactions in respect of the securities of the Company.

1.18 HOLDING PERIOD/CONTRA TRADE

- i. No Designated Persons shall do intra-day trading in the securities of the Company.
- ii. All Designated Persons who trade in the Securities of the Company shall not enter into an opposite transaction/contra trade (buy and sell any number of shares and vice versa) during the next six months following the prior transaction. In case of any contra trade being executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to the SEBI for credit to the Investor Education and Protection Fund administered by SEBI. However, the Compliance Officer is empowered to grant relaxation from strict application of such restriction for reasons to be recorded in writing.
- iii. The above restriction on opposite transaction / contra trade shall not apply in case of exercise and sale of ESOP shares provided the Designated Persons do not possess UPSI and the sale is executed when the trading window is open. Provided that post sale of shares granted in ESOP once; any other sale/ purchase of shares shall be subject to the restrictions under this clause.
- iv. Provided that restrictions on contra trade shall not be applicable for trades carried out in accordance with an approved trading plan.
- v. The Compliance Officer may be empowered to grant relaxation from strict application of such restriction for reasons to be recorded in writing provided that such relaxation does not violate PIT Regulations.

1.19 TRADING BY PORTFOLIO MANAGERS

This Code is also applicable to insiders who engage Portfolio Managers to trade in shares and hence the insiders are expected to take due precaution while trading in securities through Portfolio Managers by:

- Informing Portfolio Managers about closure of trading window;

- Ensuring to seek pre-clearance, wherever applicable, when the Portfolio Manager proposes to trade in the Company's shares exceeding threshold limit and also make continual disclosures, wherever applicable, as provided in this Code;
- Ensuring that the portfolio manager abides by the requirement of minimum holding period and not do contra trade as provided in this Code;
- Prohibiting the Portfolio manager to trade in securities of the Company at his own discretion or when the Insider is in possession of UPSI.

Despite the above, if any trading is done by Portfolio Managers, it will be treated as trading done by the insider, and therefore the insider will be held responsible for any such non-compliance and subject to such penalties as specified in this Code.

Apart from the restrictions mentioned in Preliminary and Restrictions on Insider Trading, RCVPL is required to obtain certain disclosures and levy penalties as and when deemed fit.

The disclosures to be made by any person under this Chapter shall also include those relating to such person's immediate relatives and any other person for whom such person takes trading decisions.

The disclosures of trading in securities shall also include trading in derivatives of securities and the traded value of the derivatives shall be taken into account for purposes of this Chapter.

Provided that trading in derivatives of securities is permitted by any law for the time being in force.

1.20 INTIMATION OF DUTIES AND RESPONSIBILITIES AND THE LIABILITY TO THE PERSON(S) WHO HAS/HAVE BEEN BROUGHT INSIDE' ON SENSITIVE TRANSACTION(S)

Any person(s) who has/have been brought inside on any proposed and/ or ongoing sensitive transaction(s) and in receipt of unpublished price sensitive information shall be considered an "insider" for purposes of this Code and due notice shall be given to such persons, in the format as set out in by the Compliance Officer in consultation with WTD/CEO or CFO of the Company:

- a) To make aware such person that the information shared is or would be confidential.
- b) To instruct such person to maintain confidentiality of such unpublished price sensitive information in compliance with these regulations.
- c) To make aware to such person the duties and responsibilities attached to the receipt of such information and the liability attached to misuse or unwarranted use of such information.

2. DISCLOSURES AND REPORTING

2.1 INITIAL DISCLOSURE

- (i) All the Promoters, Member of the Promoter group, Key Managerial Personnel and Directors are required to send the details of their holdings in securities of RCVPL presently held by them including the statement of holdings of immediate relative(s) in the prescribed 'Annexure D' (as prescribed or amended by SEBI, from time to time) within 30 (thirty) days of this Code becoming effective.
- (ii) Every person on appointment as a Key Managerial Personnel or a Director of RCVPL or upon becoming a Promoter, Member of the Promoter group shall disclose his holding of securities of the Company within 7 (seven) days of such appointment or becoming a Promoter / Key Managerial Personnel / Director inform the Company in 'Annexure E' (as prescribed or amended by SEBI, from time to time).
- (iii) The above disclosures shall be made in such form and such manner as may be specified by the SEBI from time to time.

2.2 CONTINUAL DISCLOSURE

- (i) Every Promoter, Member of the Promoter group, Designated persons (including their immediate relatives) and Director of RCVPL shall disclose to the Company in the format set out in 'Annexure F' (as prescribed or amended by SEBI, from time to time), the number of such securities acquired or disposed of (including exercise of ESOP's) within 2 (two) trading days of such transaction if the trade value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, if the value of the proposed transaction exceeds Rs. 10,00,000/- (rupees ten lakhs).
- (ii) It is hereby clarified that the disclosure in a calendar quarter after reaching the limit of Rs. 10 lakhs, shall be made for every incremental transaction of any value (less or more than Rs. 10 lakhs) which is being undertaken in that quarter.

The disclosure shall be made within 2 (two) working days of:-

- a. the receipt of intimation of allotment of shares, or
- b. the acquisition or sale of shares or voting rights, as the case maybe.

The Company shall notify the particulars of such trading to the stock exchange on which the securities are listed within 2 (two) trading days of receipt of the disclosure or from becoming aware of such information.

2.3 DISCLOSURE BY OTHER CONNECTED PERSONS

The Compliance Officer at his discretion may require any other connected person or class of connected persons to make disclosures of holdings and trading in securities of RCVPL as and when he deems fit in order to monitor compliance with PIT Regulations in the format set out in 'Annexure G' (as prescribed or amended by SEBI, from time to time).

2.4 DISCLOSURE BY OTHER DESIGNATED PERSONS

One Time:

The Designated person shall disclose the following information (in a format as may be prescribed by the Compliance Officer), one time basis, to RCVPL within 15 (fifteen) days from the date on which this code shall become effective: -

- (i) his/her Phone, mobile and cell number;
- (ii) his/her Permanent Account Number or any other identifier authorized by law.

Annual Disclosure and Continual Disclosure:

The Designated person shall disclose the following information in the format set out in 'Annexure H', on an annual basis, to RCVPL within 30 (thirty) days from the end of the Financial Year and on continual disclosure basis, as and when the information changes within 15 (fifteen) days of such change:-

- (i) name of Immediate relatives;
- (ii) persons with whom such designated person shares Material Financial Relationship; (iii) permanent Account Number or any other identifier authorized by law of (i) & (ii) above;
- (iv) phone, mobile and cell numbers of (i) & (ii) above which are used by them.

Explanations: - "Material Financial Relationship" shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift 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 relationship in which the payment is based on arm's length transactions."

2.5 REPORTING TO THE COMMITTEE/ BOARD AND MAINTENANCE OF DISCLOSURES

The Compliance Officer shall place before the Audit Committee on a quarterly basis, details of trading in RCVPL Securities by the Designated Persons and the accompanying documents that such persons had executed under the pre-clearance procedure as envisaged under this Code.

The Audit Committee of RCVPL shall review compliance with the provisions of these Code and PIT Regulations atleast once in a Financial Year and shall verify that the systems for internal control are adequate and are operating effectively.

The Compliance Officer shall maintain records of all the declarations in appropriate forms given by the Designated Persons for a minimum period of 5 (five) years.

The Secretarial department shall acknowledge receipt of the declaration form received.

Designated Persons and immediate relatives of designated persons in the organization shall be governed by this Code of Conduct governing dealing in securities.

3. PENALTIES

3.1 PENALTY FOR NON-COMPLIANCE

Any insider who trades in securities in contravention of the provisions of this Code or the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time, shall be guilty of insider trading and shall be inter-alia liable for punishment and penalty as mentioned in this Code and the Securities and Exchange Board of India Act, 1992, as mentioned below:

3.2 PENALTY FOR NON-COMPLIANCE WITH THE CODE OF CONDUCT

Any Employee/ Officer/ Director / who trades in securities or communicates any information for trading in securities, in contravention of the code of conduct may be penalised and appropriate action may be taken by RCVPL as given below:

Categories of Non-Compliances	Penal/disciplinary actions proposed
Procedural Non Compliances	

<p>(i) Executing transaction after expiry of 7 (seven) days from date of pre-clearance.</p>	<p>a) Written warning notice for first instance of non-compliance and reporting to the stock exchange(s) where the securities are traded.</p> <p>b) For second repeated act Rs. 10,000/- (Rupees Ten Thousand Only } minimum and up to Rs. 25,000/- (Rupees Twenty-Five Thousand Only) for third repeat non- compliance and reporting to the stock exchange(s) where the securities are traded.</p>
<p>(ii) Non-reporting of completion of transaction after pre-clearance.</p>	<p>c) Beyond third repeated act of noncompliance, it would be treated as substantive non-compliance resulting in such action as the Whole-Time Director/ CEO/CFO/Compliance Officer may deem fit, which may include suspension, freeze on increment/ promotion, demotion, employment termination, recovery, clawback as deemed appropriate and reporting to the stock exchange(s) where the securities are traded in the format as prescribed or amended by SEBI, from time to time.</p>
<p>(iii) Non-reporting of transactions aggregating to Rs. 10,00,000/- (Rupees Ten Lakh Only) per calendar quarter (such transaction should not be based on UPSI and should not be undertaken during trading window closure periods).</p>	
<p>Substantive Non-Compliances</p>	
<p>(i) Trading in RCVPLs securities during trading window closure period.</p>	<p>Any of the following or combination thereof depending on the severity of the case:</p>
<p>(ii) Dealing in RCVPLs securities without obtaining pre-clearance.</p>	<p>a) If the gain or loss avoided is less than Rs. 10,000/- (Rupees Ten Thousand Only), the penalty is Rs. 10,000/- (Rupees Ten</p>
<p>(iii) Undertaking opposite transactions/ derivative transactions.</p>	

<p>(iv) Passing on price sensitive information or making recommendations directly or indirectly for dealing in securities on the basis of such information.</p>	<p>Thousand Only) and reporting to the stock exchange(s) where the securities are traded.</p> <p>b) If the gain or loss avoided is more than Rs. 10,000/- (Rupees Ten Thousand Only) twice the actual gain made or loss avoided and reporting to the stock exchange(s) where the securities are traded.</p> <p>c) Such action as the Whole-Time Director/ CEO/CFO/Compliance Officer may deem fit which may include suspension, freeze on increment/ promotion, demotion, employment termination, recovery, clawback and reporting to the stock exchange(s) where the securities are traded in the format as prescribed or amended by SEBI, from time to time.</p>
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Notes:

- a) The action by RCVPL shall not preclude SEBI from taking any action in case of violation of SEBI (Prohibition of Insider Trading), Regulations, 2015 as amended from time to time.
- b) In case it is observed by the Compliance Officer in terms of clause 13 of Schedule B (in case of listed companies) and clause 11 of Schedule C (in case of intermediaries and fiduciaries) read with Regulation 9 of the PIT Regulations, the compliance officer of the listed company, intermediaries and fiduciaries shall promptly inform the Stock Exchange(s) where the concerned securities are traded, regarding violations relating to Code of Conduct under PIT Regulations in the, in the format set out in 'Annexure I'.
- c) The Whole-Time Director/ CEO/CFO/ Compliance Officer may decide the penalty within the above framework by taking into consideration the factors such as knowledge of price sensitive information, level of management responsibility of the individual concerned, number of securities transacted, whether the breach occurred as a result of deliberate intent or not, etc.
- d) Any amount collected under this clause and penalties recovered as per framework shall be remitted to SEBI for credit to the Investor Protection and Education Fund administered by the SEBI under the SEBI Securities and Exchange Board of India Act, 1992.

3.3 PENALTY FOR NON-COMPLIANCE WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA ACT, 1992 ("THE SEBI ACT, 1992")

Chapter VI A of the SEBI Act, 1992 provides for various penalties, extracts of which are as follows:

I. Penalty for failure to furnish information, return, etc.

15A. If any person, who is required under this Act or any rules or regulations made thereunder:-

- a) to furnish any document, return or report to the Board, fails to furnish the same or who furnishes or files false, incorrect or incomplete information, return, report, books or other documents, he shall be liable to a penalty which shall not be less than one lakh rupees but which may extend to one lakh rupees for each day during which such failure continues subject to a maximum of one crore rupees;
- b) to file any return or furnish any information, books or other documents within the time specified therefor in the regulations, fails to file return or furnish the same within the time specified therefor in the regulations or who furnishes or files false, incorrect or incomplete information, return, report, books or other documents, he shall be liable to a penalty which shall not be less than one lakh rupees but which may extend to one lakh rupees for each day during which such failure continues subject to a maximum of one crore rupees
- c) to maintain books of account or records, fails to maintain the same, he shall be liable to a penalty which shall not be less than one lakh rupees but which may extend to one lakh rupees for each day during which such failure continues subject to a maximum of one crore rupees.

II. Penalty for insider trading.

15G. If any insider who:-

- a) either on his own behalf or on behalf of any other person, deals in securities of a body corporate listed on any stock exchange on the basis of any unpublished price sensitive information; or
- b) communicates any unpublished price sensitive information to any person, with or without his request for such information except as required in the ordinary course of business or under any law; or
- c) counsels, or procures for any other person to deal in any securities of anybody corporate on the basis of unpublished price sensitive information, shall be liable to a penalty which shall not be less than ten lakh rupees but which may extend to twenty-five crore rupees or three times the amount of profits made out of insider trading, whichever is higher.

III. Offences

24. (1) Without prejudice to any award of penalty by the adjudicating officer or the Board under this Act, if any person contravenes or attempts to contravene or abets the contravention of the provisions of this Act or of any rules or regulations made thereunder, he shall be punishable with imprisonment for a term which may extend to ten years, or with fine, which may extend to twenty-five crore rupees or with both.

(2) If any person fails to pay the penalty imposed by the adjudicating officer or the Board or fails to comply with any directions or orders, he shall be punishable with imprisonment for a term which shall not be less than one month but which may extend to ten years, or with fine, which may extend to twenty-five crore rupees or with both.

Without prejudice to the directions under regulation 11, if any person violates provisions of these regulations, he shall be liable for appropriate action under Sections 11, 11B, 11D, Chapter VIA and Section 24 of the SEBI Act.

4. REPORT YOUR CONCERN

4.1 REPORT YOUR CONCERNS

Apart from reporting any suspected violation of leak of unpublished price sensitive information or violation of this policy under whistle blower policy any Informant shall submit Original Information by furnishing the Voluntary Information Disclosure Form to the Office of Informant Protection of the Board in the format and manner set out in SEBI (Prohibition of Insider Trading) (Third Amendment) Regulations, 2019, or as may be amended.

4.2 RETALIATION FOR REPORTING SUSPECTED VIOLATIONS IS STRICTLY PROHIBITED UNDER THIS POLICY

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

AMENDMENT OF THIS CODE

The Board of Directors of the Company, in sync with applicable laws, rules & regulations, may amend / substitute any provision(s) with a new provision(s) or replace this entire Code with a new Code. In any circumstance where the terms of the Code differ from any law, rule, regulation etc. for the time being in force, the law, rule, regulation etc. shall take precedence over the Code.

ANNEXURES

ANNEXURE A

APPLICATION - CUM UNDERTAKING FOR PRE CLEARANCE OF TRADES

Date:

To,
The Compliance Officer,
Royal Cushion Vinyl Products Limited,
60-CD, SHOK, Govt. Ind Estate,
Charkop, Kandivali West
Dist. Mumbai – 400067.

From:

Designation:

Dear Sir/Madam,

With reference to the Code of Conduct of RCVPL for Prevention of Insider Trading, I hereby give notice that I propose to carry out the following transaction in RCVPL securities for Myself/as Joint Holder/My immediate relative.

Transaction (Sale/Purchase)	Type of Security	Number of Security

I hereby declare that:

- (a) I do not have any access nor have I received or possess “Unpublished Price Sensitive Information” upto the time of signing the undertaking.
- (b) That in case I have access to or receive “Unpublished Price Sensitive Information” after the signing of the undertaking but before the execution of the transaction, I shall inform the Compliance Officer of the change in my position and that I would completely refrain from trading in the securities of RCVPL till the time such information becomes public.
- (c) That I have not contravened the code of conduct for prevention of insider trading as notified by RCVPL from time to time.

(d) That I have made a full and true disclosure in the matter.

Signature of the Designated Person _____

ANNEXURE B
UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE-
CLEARANCE

To,
The Compliance Officer,
Royal Cushion Vinyl Products Limited,
60-CD, SHOK, Govt. Ind Estate,
Charkop, Kandivali West
Dist. Mumbai – 400067.

From:

Designation:

Dear Sir/Madam,

I, _____, _____ (Designation) residing at _____, am desirous of dealing in _____ shares of the Company as mentioned in my application dated _____ for pre-clearance of the transaction.

I further declare that I am not in possession of or otherwise privy to any unpublished Price Sensitive Information (as defined in the Company’s Code of Conduct for Prevention of Insider Trading (the Code) up to the time of signing this Undertaking.

In the event that I have access to or received any information that could be construed as “Price Sensitive Information” as defined in the Code, after the signing of this undertaking but before executing the transaction for which approval is sought, I shall inform the Compliance Officer of the same and shall completely refrain from dealing in the securities of the Company until such information becomes public.

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

I undertake to submit the necessary report within four days of execution of the transaction / a ‘Nil’ report if the transaction is not undertaken.

If approval is granted, I shall execute the deal within 7 days of the receipt of approval failing which I shall seek pre-clearance.

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

Signature _____

ANNEXURE C
PRE- CLEARANCE ORDER

To,

Name:

Designation:

Place:

Ref: Application No ____ /20__ (Year) for Pre-Clearance of trading in securities.

Dear Sir/ Madam,

This is to inform you that your request for dealing in _____ (nos.) shares of the Company as mentioned in your application dated _____ is approved. Please note that the said transaction must be completed on or before _____ (date) that is within 7 days from today.

In case you do not execute the approved transaction /deal on or before the aforesaid date you would have to seek fresh pre-clearance before executing any transaction/deal in the securities of the Company. Further, you are required to file the details of the executed transactions in the attached format within 2 days from the date of transaction/deal. In case the transaction is not undertaken a 'Nil' report shall be necessary.

Yours faithfully,

For Royal Cushion Vinyl Products Limited

Compliance Officer

Encl: Format for submission of details of transaction

Note:

1. Please provide all the information. Incomplete forms will not be accepted.
2. Please ensure that you have not made any opposite transaction within previous 6 months.

ANNEXURE D
SECURITIES AND EXCHANGE BOARD OF INDIA (PROHIBITION OF INSIDER TRADING)
REGULATIONS, 2015

{REGULATION 7(1)(A) READ WITH REGULATION 6(2) – INITIAL DISCLOSURE TO THE COMPANY} [REFER FORM A AS PER THE REGULATIONS]

Name of the company: Royal Cushion Vinyl Products Limited

ISIN of the company: INE618A01011

Details of Securities held by Promoter, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6(2)

Name, PAN No., CIN/DIN & address with contact nos.	Category of Person (Promoters / KMP / Directors/ immediate relatives/ others etc.)	Securities held as on the date of regulation coming into force		% of Shareholding	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	
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.		Number of units (contracts* lot size)	Notional value in Rupee terms	Number of units (contracts* lot size)	Notional value in Rupee terms
1	2	3	4	5	6		7	

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

Signature:

Date:

Designation:

Place:

ANNEXURE E

SECURITIES AND EXCHANGE BOARD OF INDIA (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015 {REGULATION 7(1) (B) READ WITH REGULATIONS 6(2) – DISCLOSURE ON BECOMING A KEY MANAGERIAL PERSONNEL/DIRECTOR/PROMOTER/MEMBER OF THE PROMOTER GROUP}

[REFER FORM B AS PER THE REGULATIONS]

Name of the company: Royal Cushion Vinyl Products Limited

ISIN of the company: INE618A01011

Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2).

Name, PAN No., CIN/DIN & Address with contact nos.	Category of Person (Promoters/ KMP / Directors/immediate Relatives / others etc.)	Date of appointment of Director /KMP OR Date of becoming Promoter	Securities held at the time of becoming Promoter/appointment of Director/KMP		% of Shareholding
			Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5	6

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 on the securities of the company held on appointment of KMP or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2)

Open Interest of the Future contracts held at the time of appointment of Director/KMP or upon becoming Promoter/member of the promoter group			Open Interest of the Option Contracts held at the time of appointment of Director/KMP or upon becoming Promoter/member of the promoter group		
Contract specifications	Number of units(contracts* lot size)	Notional value in Rupee terms	Contract Specification	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

Signature:

Date:

Designation:

Place:

ANNEXURE F
SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015
[REGULATION 7 (2) READ WITH REGULATION 6(2) – CONTINUAL
DISCLOSURE] [REFER FORM C AS PER THE REGULATIONS]

Name of the company: Royal Cushion Vinyl Products Limited

ISIN of the company: INE618A01011

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

Name, PAN, CIN/DIN, & address with contact nos.	Category of Person (Promoter/member of the promoter group/designated person/Directors/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/disposal of shares, specify		Date of intimation to company	Mode of acquisition /disposal (on market/public/ri ghts/ preferential offer/ off market/ Inter-se transfer, ESOPs, etc.)	Exchange on which the trade was executed
		Type of securities (For eg.– Shares, Warrants, Convertible Debentures, Rights entitlements etc.)	No. and % of share holding	Type of securities (For eg.– Shares, Warrants, Convertible Debentures, Rights entitlements etc.)	Type of securities (For eg.– Shares, Warrants, Convertible Debentures, Rights entitlements etc.)	Value	Transaction Type (Purchase /sale / Pledge / Revocation / Invocation/ Others please specify)	Type of securities (For eg.– Shares, Warrants, Convertible Debentures, Rights entitlements etc.)	No. and % of share holding	From	To			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

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

(ii) Value of transaction excludes taxes/brokerage/any other charges.

Details of trading in derivatives on the securities of the company by Promoter, member of the promoter group, designated person or Director of a listed company and immediate relatives of such persons and other such persons as mentioned in Regulation 6(2)

Trading in derivatives (Specify type of contract, Futures or Options etc.)						Exchange on the which 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)	
16	17	18	19	20	21	22

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

Signature:

Date:

Designation:

Place:

ANNEXURE G
SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015
[REGULATION 7 (3) - TRANSACTIONS BY OTHER CONNECTED PERSONS AS IDENTIFIED BY THE COMPANY
[REFER FORM D AS PER THE REGULATIONS]

Name of the company: Royal Cushion Vinyl Products Limited

ISIN of the company: INE618A01011

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/disposal of shares, specify		Date of intimation to company	Mode of acquisition /disposal (on market /public /rights / preferential offer/ off market / Interse transfer, ESOPs, etc.)	Exchange on which the trade was executed
		Type of securities (For eg. Shares, Warrants, Convertible Debentures, Rights entitlements etc.)	No. and % of share holding	Type of securities (For eg. Shares, Warrants, Convertible Debentures, Rights entitlements etc.)	Type of securities (For eg. Shares, Warrants, Convertible Debentures, Rights entitlements etc.)	Value	Transaction Type (Purchase/sale / Pledge / Revocation / Invocation/ Others please specify)	Type of securities (For eg. Shares, Warrants, Convertible Debentures, Rights entitlements etc.)	No. and % of share holding	From	To			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

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

(ii) Value of transaction excludes taxes/brokerage/any other charges

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

Trading in derivatives (Specify type of contract, Futures or Options etc.)						Exchange on which the trade was executed
Type of contract	Contract specifications	Buy		Sell		
		Notional Value	Number of units(contracts* lot size)	Notional Value	Number of units(contract* lot size)	

16	17	18	19	20	21	22

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

Signature:

Date:

Designation:

Place:

ANNEXURE H

(To be submitted on an annual basis within 30 days from the financial year end)

FORM FOR DISCLOSURE OF NAMES AND PERMANENT ACCOUNT NUMBER OR ANY OTHER IDENTIFIER AUTHORIZED BY LAW OF THE FOLLOWING PERSONS TO THE COMPANY ON AN ANNUAL BASIS AND AS AND WHEN INFORMATION CHANGES

To,
The Company Secretary & Compliance Officer
Royal Cushion Vinyl Products Limited
60-CD, SHOK, Govt. Ind Estate,
Charkop, Kandivali West
Dist. Mumbai – 400067.

Sub: Disclosure of names and permanent account number or any other identifier authorized by law as on 31st March _____ and holding of securities of the Company as on that date

Dear Sir/ Madam,

Pursuant to Royal Cushion Vinyl Products Limited Code of Conduct for Prevention of Insider Trading and Fair Disclosure of Unpublished Price Sensitive Information (“Code”), I hereby disclose permanent account number or any other identifier authorized by law as on 31st March _____ and holding of securities of the Company as on that date.

Name of Designated Person	
PAN Number/ any other identifier authorized by law	
DP Id and Client Id (Self)	

Type of Securities	
Number of securities held as on for the year ended	
Mobile No and Cell No.	
Names of educational institutions from which Designated Persons have graduated	
Names of their past employers	

A. Details of Immediate Relatives[Refer Note below]

Relationship	Name	PAN Number/ any other identifier authorized by law	Mobile No and Cell No.	DP Id and Client Id
Spouse				
Child of the Designated Person or his spouse				
Parents				
Siblings				

*Note: Immediate relative mean 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.

B. Names of persons with whom such Designated Persons shares a material financial relationship [Refer Note below]

Relationship	Name	PAN Number/ any other identifier authorized by law	Mobile No and Cell No.	DP Id and Client Id

Note: The term “material financial relationship” shall mean the amount of loan /gift received from the payer shall be atleast equivalent to 25% of the payers annual Income).

I hereby declare that the above details are complete and correct. I further declare that I have complied with the provisions of Code. I am fully aware about consequences in case of any non-compliance by me and shall be responsible for any action/inaction.

Full Name: _____

Signature: _____

Designation: _____

Mobile No. : _____

Department: _____

Emp. Code or DIN: _____

Date: _____

Place: _____

ANNEXURE I

**Report by Royal Cushion Vinyl Products Limited for violations related to Code of Conduct under SEBI
(Prohibition of Insider Trading) Regulations, 2015**

**Pursuant to Schedule B read with Regulation 9 (1) of SEBI
(Prohibition of Insider Trading) Regulations, 2015**

Sr. No.	Particulars	Details
1	Name of the listed company/ Intermediary/ Fiduciary	
2	Please tick appropriate checkbox Reporting in capacity of : <input type="checkbox"/> Listed Company <input type="checkbox"/> Intermediary <input type="checkbox"/> Fiduciary	
3	A. Details of Designated Person (DP)	
	i. Name of the DP	
	ii. PAN of the DP	
	iii. Designation of DP	
	iv. Functional Role of DP	
	B. If Reporting is for immediate relative of DP	
	i. Name of the immediate relative of DP	
	ii. PAN of the immediate relative of DP	
	C. Details of transaction(s)	
	i. Name of the scrip	
	ii. No of shares traded and value (Rs.) (Date- wise	
	D. In case value of trade(s) is more than Rs.10 lacs in a calendar quarter	

	i. Date of intimation of trade(s) by concerned DP/director/promoter/promoter group to Company under regulation 7 of SEBI (PIT) Regulations, 2015													
	ii. Date of intimation of trade(s) by Company to stock exchanges under regulation 7 of SEBI (PIT) Regulations, 2015													
4	Details of violations observed under Code of Conduct													
5	Action taken by Listed company/ Intermediary/ Fiduciary													
6	Reasons recorded in writing for taking action stated above													
7	Details of the previous instances of violations, if any, since last financial year													
8	If any amount collected for Code of Conduct violation(s)													
	Mode of transfer to SEBI - IPEF (Online/Demand Draft													
	Details of transfer/payment In case of Online:													
	<table border="1"> <thead> <tr> <th>Particulars</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Name of the transferor</td> <td></td> </tr> <tr> <td>Bank Name, branch and Account number</td> <td></td> </tr> <tr> <td>UTR/Transaction reference Number</td> <td></td> </tr> <tr> <td>Transaction date</td> <td></td> </tr> <tr> <td>Transaction Amount (in Rs.)</td> <td></td> </tr> </tbody> </table>	Particulars	Details	Name of the transferor		Bank Name, branch and Account number		UTR/Transaction reference Number		Transaction date		Transaction Amount (in Rs.)		
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Name of the transferor														
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	In case of Demand Draft (DD):													
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Particulars	Details													
Bank Name and branch														
DD Number														
DD date														
DD amount (in Rs.)														
9	Any other relevant information													

Yours faithfully,

Date and Place

Name and Signature of Compliance Officer

PAN:

Email ID: