



हिन्दुस्तान कॉपर लिमिटेड

HINDUSTAN COPPER LIMITED

CIN No. : L27201WB1967GOI028825

पंजीकृत एवं प्रधान कार्यालय  
Registered & Head Office

ताम्र भवन TAMRA BHAVAN  
1, आशुतोष चौधरी एवेन्यू  
1, Ashutosh Chowdhury Avenue,  
पोर्बोर्स P.B. NO. 10224  
कोलकाता KOLKATA - 700 019

भारत सरकार का उपक्रम

A GOVT. OF INDIA ENTERPRISE

No. HCL/SCY/SE/ 2025

26.12.2025

To,  
BSE Limited  
Phiroze Jeejeebhoy Towers  
Dalal Street  
Mumbai 400 001  
BSE Scrip Code: 513599

To,  
National Stock Exchange of India Ltd  
Exchange Plaza, C-1, Block G  
Bandra-Kurla Complex, Bandra (East)  
Mumbai 400 051  
NSE Symbol: HINDCOPPER

Sir / Madam,

Subject: Intimation under Regulation 8(2) Securities and Exchange Board of India  
(Prohibition of insider Trading) Regulations, 2015 ('SEBI PIT Regulations')

Pursuant to Regulation 8(2) of the SEBI PIT Regulations Code of Fair Disclosure and Code of Conduct to regulate, monitor and report Trading by Designated Persons ('the Code') as amended on 26.12.2025 is enclosed for information and record please.

The Code is also uploaded on the Company's website at:

[https://www.hindustancopper.com/Content/PDF/Code\\_of\\_Fair\\_Disclosure\\_Code\\_of\\_Conduct\\_Designated\\_Person.pdf](https://www.hindustancopper.com/Content/PDF/Code_of_Fair_Disclosure_Code_of_Conduct_Designated_Person.pdf)

Thanking you,

Yours faithfully,

(Mritunjay Kumar Dev)  
Company Secretary &  
Compliance Officer



## **Hindustan Copper Limited**

# **Code of Fair Disclosure and Code of Conduct to regulate, monitor and report Trading by Designated Persons**

Effective from 15<sup>th</sup> May, 2015

Amended on 23<sup>rd</sup> December, 2019

Amended on 25<sup>th</sup> June, 2021

Amended on 10<sup>th</sup> November, 2023

Amended on 11<sup>th</sup> February, 2025

Amended on 26<sup>th</sup> December, 2025

## **Code of Fair Disclosure and Code of Conduct to regulate, monitor and report Trading by Designated Person**

### **1. Preliminary**

1.1 This code shall be called “Code of Fair Disclosure and Code of Conduct to regulate, monitor and report Trading by Designated Person”, (herein after may be referred as ‘the Code’).

1.2 The Board of Hindustan Copper Ltd (HCL) in its meeting held on 28.05.2015 had approved and adopted the Code which was notified with the approval of CMD, HCL effective from 15.05.2015. Thereafter, Securities and Exchange Board of India has notified amendments to the SEBI (Prohibition of Insider Trading) Regulations, 2015. Accordingly, the Competent Authority under this Code has accorded approval for amendment to the Code.

### **2. Objective of the Code**

The Code aims to ensure confidentiality of Unpublished Price Sensitive Information (UPSI) and prevent misuse of such information. The Code encourages timely reporting and adequate disclosure of price sensitive information by the Promoter(s), Director(s), Key Managerial Personnel, certain specified employees and other Connected Person. Further, the Code also endeavors to put in place an adequate and effective system of internal control to ensure compliance with the requirements given in SEBI (Prohibition of Insider Trading) Regulations 2015 to prevent insider trading.

### **3. Applicability**

This Code is applicable to Insiders.

### **4. Definitions:**

4.1. “Act” means the Securities and Exchange Board of India Act, 1992 (15 of 1992);

4.2. “Board” means the Securities and Exchange Board of India (SEBI);

4.3. “Company” / “HCL” means Hindustan Copper Ltd;

4.4. “Compliance Officer” means Company Secretary of HCL and in his absence an Officer being a qualified Company Secretary and working next to the Company Secretary.

4.5. “Connected Person” means:

- (i) Any person who is or has been, during the six months prior to the concerned act, associated with HCL, in any capacity, directly or indirectly, 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 HCL or holds any position including a professional or business relationship, whether temporary or permanent, with HCL, that allows such a

person, directly or indirectly, access to UPSI 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. a 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 recognized or authorized by the Board; or
  - i. a banker of HCL; or
  - j. a concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of HCL or his relative or banker of HCL, has more than ten per cent of the holding or interest or
  - k. a firm or its partner or its employee in which a connected person specified in sub-clause (i) of clause (4.5) is also a partner; or
  - l. a person sharing household or residence with a connected person specified in sub-clause (i) of clause (4.5);

4.6. “Designated Persons” shall include -

- a. Promoters, Directors, Key Managerial Personnel, Chief Vigilance Officer, all executives of the level of General Manager and Executive Director of HCL;
- b. All Unit Heads of HCL;
- c. All executives of the Offices of CMD and functional Directors;
- d. All executives of Finance & Accounts and Company Secretariat at Corporate Office;
- e. Any other executive of HCL and its material subsidiary to be notified by the Compliance Officer, from time to time;

(Explanation-1: For the purpose of clause (e) above, “material subsidiary” shall mean a subsidiary, whose income or net worth exceeds twenty percent of the consolidated income or net worth respectively, of HCL and its subsidiaries in the immediately preceding accounting year.)

4.7. “Generally available information” means information that is accessible to the public on a non-discriminatory basis and shall not include unverified event or information reported in print or electronic media;

4.8. “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;

- 4.9. "Insider" means any person who is:
- (i) a connected person; or
  - (ii) in possession of or having access to UPSI;
- 4.10. "Investor Protection and Education Fund" means the Investor Protection and Education Fund created by the Board under Section 11 of the Act.
- 4.11. "Promoter" shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof;
- 4.12. "Promoter group" shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- 4.13. "Relative" shall mean the following:
- (i) spouse of the person;
  - (ii) parent of the person and parent of its spouse;
  - (iii) sibling of the person and sibling of its spouse;
  - (iv) child of the person and child of its spouse;
  - (v) spouse of the person listed at sub-clause (iii); and
  - (vi) spouse of the person listed at sub-clause (iv)
- 4.14. "Regulations" shall mean the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any amendments thereto.
- 4.15. "Securities" shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof.
- 4.16. "Specified" means specified by the Board in writing.
- 4.17. "Takeover regulations" means the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;
- 4.18. "Trading" means and includes subscribing, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell, deal in securities of HCL, and "trade" shall be construed accordingly;
- 4.19. "Trading day" means a day on which the recognized stock exchanges are open for trading;
- 4.20. "Trading Window" means a trading period in which HCL's securities can be traded;
- 4.21. "Unpublished Price sensitive information or UPSI" means any information, relating to HCL 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 include but not restricted to, information relating to the following:
- (i) financial results;
  - (ii) dividends;
  - (iii) change in capital structure;

- (iv) mergers, de-mergers, acquisitions, delisting, disposals and expansion of business, award or termination of order/contracts not in the normal course of business and such other transactions;
- (v) changes in key managerial personnel, other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor;
- (vi) change in rating(s), other than ESG rating(s)
- (vii) fund raising proposed to be undertaken
- (viii) agreements, by whatever name called, which may impact the management or control of the company
- (ix) fraud or defaults by the company, its promoter, director, key managerial personnel, or subsidiary or arrest of key managerial personnel, promoter or director of the company, whether occurred within India or abroad
- (x) resolution plan/ restructuring or one-time settlement in relation to loans/borrowings from banks/financial institutions
- (xi) admission of winding-up petition filed by any party /creditors and admission of application by the Tribunal filed by the corporate applicant or financial creditors for initiation of corporate insolvency resolution process against the company as a corporate debtor, approval of resolution plan or rejection thereof under the Insolvency and Bankruptcy Code, 2016
- (xii) initiation of forensic audit, by whatever name called, by the company or any other entity for detecting mis-statement in financials, misappropriation/ siphoning or diversion of funds and receipt of final forensic audit report
- (xiii) action(s) initiated or orders passed within India or abroad, by any regulatory, statutory, enforcement authority or judicial body against the company or its directors, key managerial personnel, promoter or subsidiary, in relation to the company
- (xiv) outcome of any litigation(s) or dispute(s) which may have an impact on the company
- (xv) giving of guarantees or indemnity or becoming a surety, by whatever named called, for any third party, by the company not in the normal course of business
- (xvi) granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals

Explanation 1- For the purpose of sub-clause (ix):

- a. 'Fraud' shall have the same meaning as referred to in Regulation 2(1)(c) of SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003.
- b. 'Default' shall have the same meaning as referred to in Clause 6 of paragraph A of Part A of Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Explanation 2- For identification of events enumerated in this clause as unpublished price sensitive information, the guidelines for materiality referred at paragraph A of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as may be specified by the Board from time to time and materiality

as referred at paragraph B of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 shall be applicable.]

(Explanation: It is intended that information relating to a company or securities, that is not generally available would be UPSI if it is likely to materially affect the price upon coming into the public domain. The types of matters that would ordinarily give rise to UPSI have been listed above to give illustrative guidance of UPSI.)

4.22. Words and expressions used but not defined in this Code 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 there under shall have the meanings respectively assigned to them in those legislation.

## **5. Policy for determination of legitimate purposes**

5.1. The term “legitimate purpose” shall include sharing of UPSI 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.

5.2. The sharing of UPSI by an Insider shall be deemed to be for "Legitimate Purpose" if it satisfies the following criteria:

- i. The UPSI shall be shared only on 'need to know' basis.
- ii. Such sharing of UPSI shall be in the ordinary course of business such as performance of duties, discharge of legal obligations, etc. 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 the SEBI (Prohibition of Insider Trading) Regulations as well as the Code of HCL.
- iii. The Insider 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.
- iv. Any person in receipt of UPSI pursuant to a legitimate purpose shall be considered an "Insider" and shall maintain confidentiality of UPSI.
- v. The Insider sharing UPSI shall ensure that such third party is also bound by non-disclosure or confidentiality agreements and 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 HCL's Code.

## **6. Restrictions on communication / sharing of UPSI and trading by Insiders**

6.1. Communication or procurement of UPSI:

- i. All information shall be handled within HCL on a need-to-know basis and no UPSI shall be communicated to any person except in furtherance of the legitimate purposes, performance of duties by Insider or discharge of his legal obligations.

- ii. No person shall procure from or cause the communication by any Insider of UPSI, relating to HCL or securities listed or proposed to be listed, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

Explanation: “Legitimate Purposes” shall mean sharing of the UPSI by an Insider with outside agencies / parties in the ordinary course of business for carrying out his duties. Please refer to policy for determination of “legitimate purposes” as provided at Para 5 above.

- iii. All Designated Persons required to handle UPSI shall ensure that a structured digital database is maintained containing the nature of UPSI 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. Provided that entry of information, not emanating from within the Company, in structured digital database may be done not later than 2 calendar days from the receipt of such information.

- iv. The Designated Persons required to handle UPSI 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.

## 6.2. Process for sharing UPSI

The Insider(s) may follow the steps given below while sharing UPSI:

- i. Identify the stakeholders/person(s) with whom the UPSI is to be shared.
- ii. Satisfy that UPSI shared with stakeholder(s)/person(s) is on a need to know basis and for legitimate purpose(s) only.
- iii. Notify the recipient of the UPSI that the same is confidential.

## 6.3. Trading when in possession of UPSI:

- i. No Insider or their immediate relative shall either on their behalf or on behalf of any other person, trade in securities of HCL listed or proposed to be listed when in possession of any UPSI.
- ii. When an Insider or their immediate relative trades in securities while in possession of UPSI, their trades would be presumed to have been motivated by the knowledge and awareness of such information in his possession.
- iii. The onus of establishing that the Insider or their immediate relative was not in possession UPSI shall be on them.



## 7. Trading window

- 7.1. During the period of closure of Trading Window no Insider shall deal in any transaction involving purchase or sale of securities of HCL either in his own name or in the name of immediate relatives. The Trading Window shall remain closed from the end of every quarter till 48 hours after the declaration of financial results by the Company. For UPSI other than financial results, the Trading Window shall remain closed from the date as notified by the Compliance Officer till 48 hours from the date of decision of the Board of Directors. However, for unpublished price sensitive information not emanating from within the Company, trading window may not be closed.
- 7.2. The remaining days of a year other than the days mentioned under 7.1 above shall be called “Valid Trading Window”.
- 7.3. Insiders and their immediate relative may deal in the securities of HCL only during “Valid Trading Window” period and shall not enter into “Contra Trade” i.e. opposite or reverse transactions, in the securities of HCL during the next six months following the prior transaction.
- 7.4. If a contra trade is executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to credit to the Investor Protection and Education Fund administered by the SEBI. However, this restriction is not applicable for trades carried out in accordance with an approved Trading Plan.
- 7.5. The Compliance Officer can grant relaxation from strict application of such restriction for reasons to be recorded in writing provided that such relaxation does not violate the provisions of this code.
- 7.6. The Compliance Officer shall maintain a register of the periods of “Closed Trading Window”, wherein he shall record the date of closure and opening of the trading window and the purpose for which trading window is closed as per prescribed format given at **Annexure-I**.

## 8. Trading Plans

- 8.1. 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 by him in accordance with such plan. Format of Trading Plan is given at **Annexure-II**.
- 8.2. The trading plan shall:
  - (i) not entail commencement of trading on behalf of the insider earlier than one hundred and twenty calendar days from the public disclosure of the plan;
  - (ii) not entail overlap of any period for which another trading plan is already in existence;
  - (iii) set out following parameters for each trade to be executed:
    - (i) either the value of trade to be effected or the number of securities to be traded;
    - (ii) nature of the trade;

- (iii) either specific date or time period not exceeding five consecutive trading days;
- (iv) price limit, that is an upper price limit for a buy trade and a lower price limit for a sell trade, subject to the range as specified below:
  - a. for a buy trade: the upper price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent higher than such closing price;
  - b. for a sell trade: the lower price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent lower than such closing price.

**Explanation:**

(i) While the parameters in sub-clauses (i), (ii) and (iii) shall be mandatorily mentioned for each trade, the parameter in sub-clause (iv) shall be optional.

(ii) The price limit in sub-clause (iv) shall be rounded off to the nearest numeral.

(iii) Insider may make adjustments, with the approval of the compliance officer, in the number of securities and price limit in the event of corporate actions related to bonus issue and stock split occurring after the approval of trading plan and the same shall be notified on the stock exchanges on which securities are listed.

(iv) not entail trading in securities for market abuse.

8.3. The compliance officer shall review the trading plan to assess whether the plan would have any potential for violation of this Code and 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 pre-clearance of trades shall not be required for a trade executed as per an approved trading plan. Provided further that trading window norms shall not be applicable for trades carried out in accordance with an approved trading plan.

8.4. The trading plan once approved shall be irrevocable and the Insider shall mandatorily have to implement the plan, without being entitled to either execute any trade in the securities outside the scope of the trading plan or to deviate from it except due to permanent incapacity or bankruptcy or operation of law.

Provided that the implementation of the trading plan shall not be commenced if any UPSI in possession of the Insider at the time of formulation of the plan has not become generally available at the time of the commencement of implementation.

Provided further that if the insider has set a price limit for a trade under sub clause (iv) of Clause 8.2 (iii), the insider shall execute the trade only if the execution price of the security is within such limit. If price of the security is outside the price limit set by the insider, the trade shall not be executed.

Explanation: In case of non-implementation (full/partial) of trading plan due to either reasons enumerated in Clause 8.4 or failure of execution of trade due to inadequate liquidity in the scrip, the following procedure shall be adopted:

- (i) The insider shall intimate non-implementation (full/partial) of trading plan to the compliance officer within two trading days of end of tenure of the trading plan with reasons thereof and supporting documents, if any.
- (ii) Upon receipt of information from the insider, the compliance officer, shall place such information along with his recommendation to accept or reject the submissions of the insider, before the Audit Committee in the immediate next meeting. The Audit Committee shall decide whether such non-implementation (full/partial) was bona fide or not.
- (iii) The decision of the Audit Committee shall be notified by the compliance officer on the same day to the stock exchanges on which the securities are listed.
- (iv) In case the Audit Committee does not accept the submissions made by the insider, then the compliance officer shall take action as per the Code of Conduct.

8.5. The compliance officer shall approve or reject the trading plan within two trading days of receipt of the trading plan and notify the approved plan to the stock exchanges on which the securities are listed, on the day of approval.

## **9. Pre-clearance of Trades**

- 9.1. Designated Persons or their immediate relatives, who intend to trade in the securities of HCL above the minimum threshold limit of Rs. 2 Lakhs, either in a single transaction or multiple transactions, within a period of seven days shall obtain pre-clearance of the transaction as per the pre-clearance procedure as described hereunder.
- 9.2. Application for pre-clearance shall be made only during Valid Trading Window period. Application submitted during Trading Window Closure period shall be invalid.
- 9.3. No Designated Person or his immediate relative shall apply for pre-clearance of any proposed trade if they are in possession of UPSI even during Valid Trading Window period.
- 9.4. A Designated Person or his immediate relative shall make a pre-clearance application to the Compliance Officer in the prescribed format (Annexure-III) along with an undertaking stating that they have not contravened the provision of Insider Trading Code.
- 9.5. Immediately on receipt of pre-clearance application, the date and time of receipt of the same shall be recorded thereon. The compliance officer shall process the preclearance application and if the pre-clearance application is in accordance and in compliance with the provisions of this Code, the compliance officer shall endeavour to communicate the pre-clearance immediately to the applicant. In the absence of the

compliance officer, the officer authorized by the compliance officer shall give the pre-clearance.

- 9.6. The Compliance Officer shall maintain a Register of pre-clearance for trading in securities of HCL as per prescribed format (**Annexure - IV**).
- 9.7. The Designated Persons or their immediate relative shall execute their order in respect of securities of HCL within seven trading days from the date of approval of preclearance and details of such transaction shall be disclosed to the compliance officer within 2 days from the completion of such transaction.
- 9.8. If the order is not executed within said period, the Designated Persons or their immediate relative shall obtain fresh pre-clearance.
- 9.9. The pre-clearance of trades shall not be required for a trade executed as per an approved trading plan.
- 9.10. Prior to approving any trades, the compliance officer shall be entitled to seek declarations to the effect that the applicant for pre-clearance is not in possession of any UPSI.

## **10. Disclosures by certain persons**

### **10.1. Initial Disclosures**

- (i) Every promoter, key managerial personnel and director of HCL shall disclose his holding of securities in HCL within **thirty days** of Regulations taking effect, to the Company as per annexed **Form A**;
- (ii) Every person on appointment as key managerial personnel or a director of HCL or upon becoming a promoter shall disclose his holding of securities of HCL as on the date of appointment or becoming a promoter, to the Company within **seven days** of such appointment or becoming a promoter as per annexed **Form B**.

### **10.2. Continual Disclosures**

- (i) Every promoter or member of the promoter group, designated person and director of HCL 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 **Rs.10 (ten) lakh** or such values as may be specified by the Board, in the annexed **Form C**.
- (ii) Compliance officer of HCL 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.

### **10.3. Disclosures by other connected persons**

HCL 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 the annexed **Form D** at such frequency as may be determined by compliance officer in order to monitor compliance with the Regulations.

#### 10.4. Annual Disclosure or within 30 days of change

- (i) Designated Persons shall disclose the following details of immediate relatives and persons with whom they share a material financial relationship, in the format given in **Annexure-V**:

- I. Names;
- II. Permanent Account Number or any other identifier authorised by law;
- III. Phone, Mobile / Cell numbers; and
- IV. Email ID

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.

Explanation - The term “material financial relationship” shall mean a relationship in which one person is a recipient of any kind of payment such as by way of 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.

- (ii) The information shall be disclosed annually before 30th April each financial year and within 30 days of any change thereof.

### 11. Principles of fair disclosure of UPSI

HCL shall

- (i) make prompt public disclosure of UPSI that would impact price discovery no sooner than credible and concrete information comes into being in order to make such information generally available.
- (ii) ensure uniform and universal dissemination of UPSI to avoid selective disclosure.
- (iii) Compliance Officer / Chief Investor Relations Officer / any other officer designated in this regard shall deal with dissemination of information and disclosure of UPSI.
- (iv) ensure prompt dissemination of UPSI that gets disclosed selectively, inadvertently or otherwise to make such information generally available.
- (v) ensure appropriate and fair response to queries on news reports and requests for verification of market rumors by regulatory authorities.
- (vi) ensure that the information shared with analysts and research personnel is not UPSI.
- (vii) 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.
- (viii) ensure that all UPSI are handled on a need-to-know basis.

## **12. Whistle Blower Policy**

Any employee of the Company may report any instances of leak of UPSI in conformity with the Whistle Blower Policy of the Company. The Whistle Blower Policy is hosted on the website of the Company at [www.hindustancopper.com](http://www.hindustancopper.com).

## **13. Protection against retaliation and victimization**

- 13.1. An employee of the Company may submit 'Voluntary Information Disclosure Form' in the prescribed format to the Board relating to an alleged violation of insider trading laws that has occurred, is occurring or has a reasonable belief that it is about to occur, in a manner provided under the Regulations.
- 13.2. Suitable protection against any discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination against any employee who files a Voluntary Information Disclosure Form, by reason of:
  - (i) filing a Voluntary Information Disclosure Form under the Regulations;
  - (ii) testifying in, participating in, or otherwise assisting or aiding the Board 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 the Board; or
  - (iii) breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with the Board in any manner.

Explanation - "employee" means any individual who during employment may become privy to information relating to violation of insider trading laws and files a Voluntary Information Disclosure Form under these regulations and is a director, partner, regular or contractual employee, but does not include an advocate.

## **14. Duties of Compliance Officer**

- 14.1. The Compliance Officer shall be responsible for maintenance of records of disclosure under the Code for a period of 5 years, monitoring adherence to the rules for preservation of UPSI, monitoring of trades and the implementation of the Code and shall be putting up a Report to the Audit Committee at the end of the financial year.
- 14.2. The compliance officer shall report to the Board of Directors and in particular, shall provide reports to the Chairman of the Audit Committee, if any, or to the Chairman of the board of directors at such frequency as may be stipulated by the Board of Directors, but not less than once in a year.

## **15. Penalty for contravention of Code**

- 15.1. Any Designated Person who contravenes the provisions of this Code including if they are found in leak/suspected leak of UPSI may be penalized and appropriate action including conduct of inquiry may be initiated by the Competent Authority as per the Conduct, Discipline and Appeal Rules (CDA) of HCL. Further, the Designated Person who contravenes the Code may be subject to wage freeze, suspension, recovery, etc. as may be decided by the Competent Authority as per CDA Rules.

- 15.2. Report on violation of the Code by designated persons and immediate relatives of designated persons shall be informed to the Stock Exchanges in the format prescribed by SEBI.
- 15.3. Any amount collected from Designated Persons shall be remitted to the Board for credit to the Investor Protection and Education Fund administered by the Board under the Act.
- 15.4. Any contravention of the Code or SEBI (Prohibition of Insider Trading) Regulations, 2015 shall be dealt with in accordance with the Act.

## **16. Amendments**

Amendment notified by SEBI in the Regulations and any change in the Code will be incorporated with the approval of CMD, HCL and shall be informed to the Board and disclosed in the website of the Company. If any individual clause of this Code contradicts extant law of the land, the law shall have the overriding effect over this Code.

\*\*\*\*\*

# FORM A

## Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015

### [Regulation 7 (1) (a) read with Regulation 6 (2)]

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 No., CIN/DIN & addresses 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 .		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:

Designation:

Date:

Place:



**FORM B**

**SEBI (Prohibition of Insider Trading) Regulations, 2015**

**[Regulation 7 (1) (b) read with Regulation 6(2) - Disclosure on becoming a Key Managerial Personnel/Director/Promoter/Member of the promoter group]**

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 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, CIN/DIN & Address with contact nos.	Category of Person (KMP / Director or Promoter or member of the promoter group/ Immediate relative to/others, etc.)	Date of appointment of KMP/ Director / OR Date of becoming Promoter/ member of the promoter group	Securities held at the time of appointment of KMP/Director or upon becoming Promoter or member of the promoter group		% of Shareholding
			Type of securities (For eg. - Shares, Warrants, Convertible Debentures, Rights entitlements, 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 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.

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

*Name:*

*Designation:*

*Date:*

*Place:*

**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, 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, & addresses with contact nos.	Category of Person (Promoter/member of the promoter group/designated person/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/disposal 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.)	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 entitlement, etc.)	No.	Value	Transaction Type (Purchase/sale Pledge / Revocation / Invocation/ Others-please specify)	Type of securities (For eg. - Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No. and % of shareholding	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 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)	
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:

Name:

Designation:

Date:

Place:

**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/ acquisitio n of shares/ disposal of shares specify		Date of intimati on to company	Mode of acquisiti on/dispo sal (on market/ public/ rights/ Preferenti al offer / off market/ Inter- se transfer, ESOPs etc. )	Exchan ge on which the trade was execut ed
		Type of securities (For eg. - Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No. and % of shareholding	Type of securities (For eg. - Shares, Warrants Convertible Debentures, Rights entitlement, etc.)	No.	Value	Transaction Type (Purchase/S ale/ Pledge/ Revocation / Invocation/ Others- please specify)	Type of securities (For eg. - Shares, Warrants, Convertible Debentures , Rights entitlement , 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 (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:

Name:

Date:

Place:

**Annexure-I**

***Register of period of closure of Trading Window  
(Under Clause 7.6)***

Sl. No.	Date of notifying Trading Window Closure	Start Date of Trading Window Closure	Last Date of Trading Window Closure	Purpose for closure of Trading Window

**Annexure-II**

***Application for approval of Trading Plan  
(Under Clause 8.1)***

To  
The Compliance Officer  
Hindustan Copper limited.  
Kolkata.

I,....., an Insider of the Company intend to deal in securities of HCL during the financial year.....as per details given below:

Name	
Emp. Code, if any	
Designation	
Department	
PAN	
Email id	

Details of proposed Trading Plan in securities of HCL:

Name	Relationship	Opening balances as on 01.04.....	Trading Plan details			Closing balances as on 31.03.....	DPId. /Client Id. or Folio No.
			Date	Transaction (Buy / Sell)	Quantity		

**UNDERTAKING**

I understand that public disclosure of the above-mentioned Trading Plan would be made by HCL by notification to the Stock Exchanges. I further declare as under:

1. The Trading Plan submitted is irrevocable and I shall mandatorily 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;
2. I shall not entail commencement of trading earlier than six months from the public disclosure of the Plan;
3. I shall 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 HCL and the second trading day after the disclosure of such financial results;
4. The Trading Plan shall entail trading for a period of not less than twelve months;
5. I shall not entail overlap of any period for which another Trading Plan is already in existence;
6. I shall not entail trading in securities for market abuse;
7. The Trading Plan shall not be commenced, if any Unpublished Price Sensitive Information was in my possession at the time of formulation of the Plan and the same has not become generally available at the time of the commencement of implementation.

Date:  
Place

Signature:



**Annexure-III**  
**Application for Pre-Clearance of Trading in Securities**  
**(Under Clause 9.4)**

Date:

To  
The Compliance Officer  
Hindustan Copper limited  
Kolkata

Dear Sir,

I,.....a Director/Officer/Designated Person of HCL intend to carry out transaction(s) in the shares of the Company as per the details given below:

Name	
Emp. Code, if any	
Designation	
Department	
PAN	
Email id	

Sr. No	No. of shares held (including by immediate relative) as on the date of application	Folio No. / DPID & Client ID	Nature of new transaction for which approval is sought	Estimated number of securities to be dealt	Estimated consideration value	Whether proposed transaction is in the name of self or in the name of immediate relative	Name of the immediate relative/ relationship, if the transaction is in the name(s) of the immediate relative(s)
1	2	3	4	5	6	7	8

*Note: The Designated officer shall also include particulars with regard to trading which he proposed to take up in derivatives in the aforesaid application.*

**UNDERTAKING**

In this connection I solemnly confirm and declare:

- That I do not have access and/or have not received any "Unpublished Price Sensitive Information" up to the time of signing the undertaking;
- 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 about such "Unpublished Price Sensitive Information" and that I shall completely refrain from dealing in the securities of HCL till the time such information becomes public;
- That I have not contravened the Insider Trading Code as notified by HCL from time to time.
- That I shall not undertake any contra trade for a minimum period of six months from the date of the transaction, for which pre-clearance has been taken.

I hereby solemnly declare that I have made a full and true disclosure in this regard to the best of my knowledge and belief.

Pre-clearance may kindly be accorded in terms of Clause 9 of the Insider Trading Code of HCL.

Signature:

Date:

Place:

---

**For Office Use**

Date & time of receipt of the Application:

Date & time of communication of the pre-clearance or otherwise:

Reasons for not giving pre-clearance, if any:

Signature of the Compliance Officer / Authorised Officer

**Annexure-IV**

**Register of Pre-Clearance for Trading in Securities  
(Under Clause 9.6)**

Sl. No.	Name	Designation	Department	Date & Time of Receipt of Pre- Clearance Application	Name of person in whose name transaction is being made	Relationship
1	2	3	4	5	6	7

Nature of Transaction (Buy / Sell)	Estimated no. of securities	Estimated Consideration	Date of communication of the clearance by the Compliance Officer	Reasons for non-clearance, if any	No. of Securities actually traded and date of transaction
8	9	10	11	12	13

**Annexure -V**

**Proforma for *Disclosure by Designated Persons*  
(Under Clause 10.4)**

To  
The Compliance Officer  
Hindustan Copper limited  
Kolkata

Dear Sir,

Pursuant to Clause 10.4 (Annual Disclosure or within 30 days of change - strikethrough which is not applicable), please find the requisite information for your record:

**1. List of immediate relatives as follows:**

Name of Immediate Relatives*	Relationship	PAN or any other identifier authorized by Law	Phone, Mobile / Cell numbers which are used by them	Email ID

\* The term '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. List of Persons with whom I have material financial relationship# as follows:**

Name	PAN or any other identifier authorized by Law	Phone, Mobile / Cell numbers which are used by them	Email ID

# The term 'material financial relationship' shall mean a relationship in which one person is a recipient of any kind of payment such as by way of 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.

**3. Names of educational institutions and past employers:**

Name(s) of the educational institutions from which I (the Designated Person) graduated**	
Name(s) of past employers**	

\*\*Information to be provided only at the time of Initial Disclosure.

I hereby declare that the particulars given above are true and in case of any change the same shall be disclosed to the Company as required.

Signature :

Name :

Designation :

PAN :

Mobile :

Email ID :

Date :

Place :