



VISHNU PRAKASH R PUNGLIA LIMITED

ENGINEER, CONTRACTOR & DESIGNER

An ISO 9001: 2008 Certified Company

VISHNU PRAKASH R PUNGLIA LIMITED

LEGITIMATE PURPOSE POLICY (“Policy”)

1. Definitions

In this Code unless the context otherwise requires:

- (a) “**Act**” means the Companies Act, 2013;
- (b) “**Board of Directors**” means the Board of Vishnu Prakash R Punglia Limited;
- (c) “**Companies Act**” means the Companies Act, 2013;
- (d) “**Company**” means Vishnu Prakash R Punglia Limited;
- (e) “**Compliance Officer**” means any senior officer, who is financially literate, and appointed by the Board for the purpose of ensuring compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for preservation of unpublished price sensitive information, monitoring of trades and the implementation of codes specified under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time, under the overall supervision of the Board;
- (f) “**Generally available information**” means information that is accessible to the public on a non-discriminatory basis;
- (g) “**Insider**” means any person who is
 - (i) a connected person; or
 - (ii) in possession of or having access to unpublished price sensitive information;
- (h) “**Legitimate purpose**” shall include sharing of unpublished price sensitive information in the ordinary course of business by an insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015;
- (i) “**SEBI Act**” means the Securities and Exchange Board of India Act, 1992;
- (j) “**Securities**” shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof;
- (k) “**SEBI PIT Regulations**” means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015;

CINU45203MH2013PLC243252

Corporate office: H-1, First Floor Shivalik Complex Near Gol Building Sardarpura Jodhpur

Telefax: 0291-2434396, Email: info@vprp.co.in, accounts@vprp.co.in

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- (l) **“Unpublished price sensitive information”** (“UPSI” / **“Information”**) means any information, relating to the Company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily including but not restricted to, information relating to the following:
- (a) financial results;
 - (b) dividends;
 - (c) change in capital structure;
 - (d) mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions;
 - (e) changes in key managerial personnel.

The words and/or phrases which are not defined in this Policy but defined under the SEBI Act or the SEBI PIT Regulations or the Act and rules and regulations made thereunder, as amended from time to time, shall have the same meanings respectively assigned to them in those legislations.

Preservation of Confidentiality of UPSI

Need to Know Basis

UPSI is to be handled on a “need to know” basis. Further, UPSI 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 rise to a conflict of interest or appearance of misuse of the information.

Sharing of Information for Legitimate Purpose

UPSI can however be shared by insiders with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations. The following shall be considered as legitimate purpose generally:

- (i) where it is necessary for the performance of the contract;
- (ii) where it is necessary for compliance with a legal obligation to which we are subject; and/or
- (iii) where it is necessary for the purposes of the legitimate interests pursued by us or a third party.

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2. Maintenance of a Structured Digital Data Base (“SDD”)

A SDD shall be maintained by the Company 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, 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. Lastly, the SDD is required to be preserved for eight (8) years after completion of relevant transactions

Consideration of the person as an Insider

Any person in receipt of UPSI pursuant to a “legitimate purpose” shall be considered an “insider” for purposes of this Policy and the SEBI PIT Regulations. Further, due notice shall be given to such persons to maintain confidentiality of such UPSI that is being shared with them. Furthermore, such persons shall also be informed that they shall not communicate the UPSI with any other person or trade in the securities of the Company while being in possession of the UPSI.

3. Execution of Non-Disclosure Agreements (“NDA”)

The parties with whom Information is being shared for legitimate purpose shall execute NDAs to maintain confidentiality and there shall be a non-disclosure obligations on the part of such parties and such parties shall keep Information so received confidential, except in the furtherance of legitimate purposes, performance of duties or discharge of legal obligations and shall not otherwise trade in securities of the Company when in possession of UPSI. The format is given as “**Annexure I**”.

4. Policy Review

The Policy shall be reviewed periodically in accordance with review of internal control and check as well as changes or any regulatory requirements from time to time. In the event of inconsistency of this Policy with any legal provisions, the provisions of the law shall override this Policy.

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ANNEXURE I

(On Letterhead)

Agreement for Confidentiality and Non-dealing in Securities

Date:

To,
Name of the Designated Person
Address

Dear Sir,

We have agreed to appoint you as our Employee / a stock broker / a banker to the issue / a trustee of trust deed / a Trustee Company / a registrar to an issue / an underwriter / a portfolio manager / an investment advisor / a depository / a depository participant / a custodian of securities / foreign Institution investor / credit rating agency / advisor / consultant / auditor / merchant banker / share transfer agent or an intermediary or business associate, in respect of our business and in this connection we may provide to you from time to time various information (Price Sensitive Information) related to Company and / or its group and associate company/ies (hereinafter collectively referred to as “**Company**”) which is not available to general people or is proprietary in nature (such oral or written information and all copies of, extract from, analysis and other material based on, containing or otherwise reflecting such information shall herein be referred to as the “**Information**”). As a condition to you being furnished with any information and as consideration for such, you (the “**Recipient**”) agree as follows:

1. **Non-disclosure:** The Recipient recognizes and acknowledges the competitive value of the information and damages that could result from the disclosure thereof to third parties. Accordingly, Recipient agrees to keep the Information strictly confidential and Recipient will not, without the prior written consent of company, disclose the information to any third party in any manner whatsoever, in whole or in part, except that Recipient may disclose the Information to those of Recipient’s director, officer, employees, agent or other representative (collectively, “**Representative**”) who (i) need to know the Information for the purpose for which the Recipient has been appointed (ii) have been informed of the confidential nature of the Information and (iii) have agreed in writing to keep the Information confidential and be bound by the terms of this Agreement as if they were parties hereto. Recipient agrees to be responsible for and to indemnify company and its representative against any breach by any

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of Recipient's Representative of the matters referred to herein. However the Recipient may supply any such information to any Government authority, if demanded by them.

2. **Restrictions on Use:** The Information will not, without the prior written consent of company be used by Recipient or its Representative, directly or indirectly, for any purpose other than the purpose for which the Recipient has been appointed and such use shall absolutely cease at the request of company. In addition, Recipient hereby acknowledges that Recipient is aware (and, if applicable, that Recipient's Representative have been advised) that the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 prohibits any person, who has material non-public information about a company, from purchasing or selling securities of such company or from communicating such information to a third party under circumstances in which it is reasonably foreseeable that such third party is likely to purchase or sell such securities.
3. **Return of Information:** Upon the request of the Company, the Recipient shall, and shall cause its Representative to, promptly return all Information to the Company, without retaining any copies, summaries or extract thereof. In the event of such request, all documents analysis, compilation, studies or other material prepared by Recipient or its Representative that contain or reflect Information shall be retained (such destruction to be confirmed in writing by a duly authorized officer of Recipient). Notwithstanding the return or destruction of the Information, Recipient and its Representative shall continue to be bound by their obligations of confidentiality and other obligations hereunder. With respect of those portion of the Information that consist of analysis, compilation, studies or other material prepared by Recipient or its representative, company may, in its sole discretion, permit the retention, Recipient and its Representative shall continue to be bound by their obligations of Confidentiality and other obligations hereunder.

For purpose of this Agreement, the term “Information” shall not include such portion of Information that:

- (a) Become or are generally available to the public other than as a result of disclosure by Recipient or its Representatives;
- (b) Become available to Recipient on a non-confidential basis from a source not subject to a confidentiality obligation to company, whether by contractual, legal or fiduciary obligation or otherwise; or
- (c) Were, as evidenced by written records or other documentation satisfactory to Company, in the Recipient’s possession on a non-confidential basis;

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4. Without prior written consent, Recipient shall not and Recipient shall cause each of its representative not to, directly or indirectly, alone or in concert with other deal in securities or encourage any third party to deal in securities. The term “securities” shall mean and include the equity shares of company and such other securities issued by company and listed on any recognised Stock Exchange. The term “deal” used herein shall mean to subscribe, buy, sell or agreeing to subscribe, buy, sell or deal, directly or indirectly, in securities of company by any person either as principal or agent.
5. In the event that Recipient or its Representative are requested or become legally compelled (by oral questions, interrogatories, requested for information or documents, subpoena, investigative demand or similar process) to disclose any of the information, the Recipient and its Representative will promptly provide with written notice so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of the Agreement. If, in the absence of a protective order or other remedy or waiver, the Recipient or its Representative is, in opinion of company's counsel, legally compelled to disclose such Information to any tribunal or else, in the opinion of company's counsel, stand liable for contempt or suffer other censure or penalty, the Recipient or its Representative will furnish only that portion of the Information which is legally required to be furnished and each will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such Information.
6. The Recipient hereby agrees that money damages or cancellation of agreement or discharge from performance of duties could be only a part remedy for any breach or threatened breach of this Agreement by the Recipient or its Representative. In addition to the money damages, company shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief in the event of any such breach or threatened breach, in addition to all remedies available to all remedies available to company at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Recipient has breached this Agreement, then the Recipient shall be liable and pay to the non-breaching party the legal fees and expenses incurred by company in connection with such 'litigation, including any appeal there from.
7. The Recipient further agrees to indemnify, defend, and hold harmless and its affiliates and all directors, officers, employees, agents, advisor or other representative thereof (each an “**Indemnified Person**”) from and against any losses, claims, damages or liabilities arising out of a breach of this Agreement and to reimburse each Indemnified Person for all costs and expenses (including counsel fees) incurred in connection therewith. Such indemnity

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agreement shall be in addition to any other liabilities that may be available to any Indemnified Person.

If you agree to the terms and conditions of this Agreement, please indicate your acceptance by signing and returning to the undersigned the duplicate copy of this Agreement.

Your faithfully,
For Limited

By: _____
Name:
Designated:
Agreed to as of the
date first written above:

For _____ (name of the consultant / advisor)
By: _____
Name:
Designation:

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