



Priti International Limited

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PRITI INTERNATIONAL LIMITED

CODE FOR PREVENTION OF INSIDER TRADING

PRITI INTERNATIONAL LIMITED

Registered Office: PLOT NO. F-43, BASNI 1ST PHASE
JODHPUR, RAJASTHAN -342001 INDIA

Corporate Office: 1, BASEMENT, ABHAY CHAMBERS
OPPOSITE SBI BANK, JALORI GATE JODHPUR
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INTRODUCTION

Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015, (**hereinafter referred to as “Insider Trading Regulations”**) the Board of Directors of the Company in its meeting held on **March 25, 2023** approved the “Code of Conduct for Prevention of Insider Trading”, in supersession of all the previous policies of the Company in this regard.

The objective of the Code is to prevent dealing in securities of the Company by an Insider either on his own behalf or on behalf of any other person, on the basis of unpublished price sensitive information.

All companies must have their internal code “which should not dilute the minimum standards set for the Regulation, Monitoring and Reporting of Trading by Insiders, as provided in Schedule B of the Insider Trading Regulations in any manner (Regulation 9(1) and 9(2) of the Insider Trading Regulations)”.

This Code of Conduct has been made pursuant to Regulation 9(1) and (2) of the SEBI (Prohibition of Insider Trading) Regulation, 2015 as amended from time to time.

This Code shall be effective from the date of its approval by the Board, that is, from March 25, 2023.

1. THE PRINCIPLES AND OBLIGATION:

The Company endeavors to preserve the confidentiality of unpublished price sensitive information (“**UPSI**”) and to prevent misuse of such information. The Company is committed to transparency and fairness in dealing with all stakeholders and in ensuring adherence to all laws and regulations.

Every Promoter and Person who is part of Promoter Group, Directors and Designated persons of the Company has a duty to safeguard the confidentiality of all such information obtained in the course of his or her work at the Company. No Promoter and Person who is part of Promoter Group, Director/ Key Managerial Personnel /Senior Management Personnel/ other designated persons and their immediate relatives shall use his or her position or knowledge of the Company to gain personal benefit or to provide benefit to any third party.

To achieve these objectives, **Priti International Limited (hereinafter referred to as “Company”)** hereby notifies that this code of conduct is to be followed by all Promoter and Persons who are part of Promoter Group, Directors/ other Designated Persons and their immediate relatives of the company.

2. APPLICABILITY:

This Code shall be applicable to Promoters/Members of Promoter Group/Directors/other Designated Persons and their immediate relatives of the Company.

3. DEFINITIONS:

I.1. “Act” means the Securities and Exchange Board of India Act, 1992.

I.2. “Board” means the Board of Directors of the Company.

I.3. "Code" or "Code of Conduct" shall mean this "CODE FOR PREVENTION OF INSIDER TRADING" of Priti International Limited, as amended from time to time.

I.4. "Company" means PRITI INTERNATIONAL LIMITED

I.5. "Compliance Officer" means Company Secretary of the Company, or any other Senior Officer of the Company, so designated by the Board, who is financially literate, reporting to the Board of Directors, who is capable of appreciating requirements for legal and regulatory compliance under Insider Trading 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 the Insider Trading Regulations under the overall supervision of the Board of Directors of the Company.

Note - For the purpose of this definition, the term "financially literate" shall mean a person who has the ability to read and understand basic financial statements i.e. Balance Sheet, Statement of Profit and Loss and Statement of Cash Flows.

I.6. "Connected Person" means:

i) any person who is or has during the six months prior to the concerned act been associated with 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 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 recognized 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 percent of the holding or interest;

I.7. "Director" means a member of the Board of Directors of the Company.

I.8. “Designated Persons” means such persons specified by the Board in consultation with the Compliance Officer to be “Designated Persons” for coverage under the Code, on the basis of their role and function in the Company and the access that such role and function would provide to unpublished price sensitive information in addition to seniority and professional designation and shall include:

- (i) All Directors of the Company including the Independent Directors.
- (ii) Managing Director and Chief Executive Officer and Employees up to two levels below the Managing Director or Chief Executive Officer of the Company, irrespective of their functional role in the company or ability to have access to unpublished price sensitive information.
- (iii) Every Executive Secretary/Executive Assistant to every Employee covered under (i) and (ii) above.
- (iv) The Chief Financial Officer and Company Secretary.
- (v) Every employee in the Finance & Accounts department and Secretarial, Legal & Compliance department of the Company.
- (vi) All Promoters and members of the Promoter group.
- (vii) Any other Employee as may be designated by the Compliance Officer in consultation with the Managing Director or Chief Executive Officer or Chief Financial Officer of the Company considering the objectives of the Code.

I.9. “Employee” means every Employee of the Company including the Directors in the employment of the Company.

1.10 “Generally Available Information” means information that is accessible to the public on a non-discriminatory basis;

In this regard, information published on the website of the Stock Exchanges where the Equity Shares of the Company are listed as well as on the website of the Company would ordinarily be treated as generally available

I.11. “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 – This is to clarify that “spouse” of a person is presumed to be an “Insider” even if he or she is not dependent financially on such person or does not consult such person in taking decisions relating to trading in Securities

1.12 “Informant” shall have the same meaning assigned to it under the Insider Trading Regulations or any statutory modification thereof for the time being in force.

I.13. “Insider” means any person who is,

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

I.14. “Key Managerial Person” means person as defined in Section 2(51) of the Companies Act, 2013

I.15. “Promoter” 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 statutory modification thereof for the time being and from time to time in force:

1.16 “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 statutory modification thereof for the time being and from time to time in force.

1.17. "Securities" shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof;

1.18. “Trading” means and includes subscribing, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell, deal in any securities, and "trade" shall be construed accordingly.

1.19 “Trading Day” means a day on which the recognized stock exchanges are open for trading;

1.20 “Trading Window” means the period during which trading may be carried out in Company’s Securities by the Designated Persons.

1.21 “Trading Plan” or “TP” means a plan for dealing in Securities of the Company for a period not less than 12 months by an insider.

1.22. “Unpublished Price Sensitive Information” or “UPSI” means any information, relating to a company or its Securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the Securities and shall, ordinarily including but not restricted to, information relating to:

- 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, and/or

any such other information which may materially affect the price of the Securities of the Company, upon coming into the public domain.

1.23 “Voluntary Information Disclosure Form” shall have the meaning assigned to it under the Regulations or any statutory modification thereof for the time being and from time to time in force.

Words and/or expressions used and not defined in these 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), SEBI (Prohibition of Insider Trading) Regulations, 2015, or the Companies Act, 2013 (18 of 2013) and Rules and Regulations made there under, as amended from time to time, shall have the meaning as defined under the said Act and/or Regulations.

4. CODE

1. COMPLIANCE OFFICER:

The Company Secretary of the Company shall be the Compliance Officer for setting forth the policies and procedures and to implement and monitor adherence to this Code and applicable laws and regulations and policies and procedures.

The Compliance Officer shall report to the Board.

Without prejudice to the duties provided under Insider Trading Regulations, The Compliance Officer under this Code shall be responsible for:

- (i) Compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for preservation of unpublished price sensitive information;
- (ii) Pre-clearing of trades of Designated Persons in the company;
- (iii) Monitoring of trades in Company by Designated Persons and their immediate relatives and the implementation of this Code as well as the provisions of SEBI (Prohibition of Insider Trading) Regulation, 2015 as amended from time to time, under the overall supervision of the Board.
- (iv) The Compliance Officer shall maintain a record of the Designated Persons and any changes made in the list of Designated Persons.
- (v) The Compliance Officer shall place before the Chairman of the Audit Committee on a quarterly basis, all the details of dealing in Securities by the Designated Persons and the accompanying documents that such persons had executed under the pre-dealing procedure envisaged in this Code. In its report, the compliance officer shall also be responsible for informing about the non-compliance under the Insider Trading Regulations and this code, together with the corrective actions by the Company.
- (vi) The Compliance Officer shall assist all the Employees and other Insiders in addressing any clarifications regarding the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and this Code.
- (vii) The Compliance Officer shall be responsible for the approval of Trading Plans. The Compliance Officer shall also be responsible for notifying the Trading Plans to the stock exchanges on which Securities are listed.
- (viii) Obtaining disclosures, as may be applicable, from Designated Persons and to give information, in respect of such disclosures received, to all the Stock Exchanges where the Securities of the Company are listed, as and when required, in accordance with the Insider Trading Regulations and this code. Compliance officer shall also be responsible for maintaining and preserving all disclosures/ undertakings and applications made under the Code.
- (ix) Regulating and monitoring the Trading Window for the Securities of the Company and informing closure / re-opening of the same to all Designated Persons.
- (x) Informing SEBI and/or Stock Exchanges, in the event, it is observed that there has been a violation of the Code.

2. PRESERVATION OF UNPUBLISHED PRICE SENSITIVE INFORMATION:

The Designated Persons and Immediate Relatives of Designated Persons shall maintain confidentiality of all Unpublished Price Sensitive Information and shall not communicate, provide, or allow access to any Unpublished Price Sensitive Information relating to the Company, to any person including other insiders except where such communication is in furtherance of Legitimate Purposes, performance of duties or discharge of legal obligations in accordance with the Code for Fair Disclosure of Unpublished Price Sensitive Information.

No person shall, either on his own behalf or on behalf of any other person, trade in the securities of the Company when in possession of any unpublished price sensitive information.

No person shall communicate, counsel or procure directly or indirectly any unpublished price sensitive information to any person, who, while in possession of such unpublished price sensitive information deal in the securities of the company.

Designated Persons shall maintain the confidentiality of all Price Sensitive Information. They shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of the securities of the company.

Any person in receipt of UPSI pursuant to a Legitimate Purpose shall be considered an Insider for purposes of this code and due notice shall be given to such persons to maintain confidentiality of such UPSI in compliance with the Insider Trading regulations.

If an inquiry has been initiated by the Company in the event of a leak of UPSI or suspected leak of UPSI, the Insider, relevant Intermediaries and Fiduciaries shall co-operate with the Company in connection with such inquiry conducted by the Company.

3. INFORMATION TO BE PROVIDED ON A NEED TO KNOW BASIS:

Unpublished price sensitive information is to be handled on a "need to know" basis, 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 rise to a conflict of interest or appearance of misuse of the information.

If, in the performance of duties, it becomes necessary for the Employee to disclose any price sensitive information to any person outside the Company, e.g., Advisors, Auditors, Consultants, Merchant Bankers, Share Transfer agent etc., the Employee shall inform the Compliance Officer or head of his department, who in turn inform the Compliance officer, of the Price Sensitive Information proposed to be disclosed and shall ensure that the concerned Advisor, Auditor, Consultant, Merchant Banker, Share transfer agent, etc., executes a Non-Disclosure Agreement with the Company in such format as may be prescribed by the Company.

Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password etc.

4. CHINESE WALL:

No Insider shall communicate Unpublished Price Sensitive Information to any other person except on a need-to-know basis for furtherance of the Insider's legitimate purposes by permitting such other person to cross the Chinese Wall and enter the "Inside Area"

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

- i) The Compliance Officer, shall after consulting the Managing Director give prior notice and reference / web link to this Code and Insider Trading Regulations to such person(s) who are brought ‘inside’ to the sensitive transaction(s);
- ii) Such person(s) shall be made aware about the duties and responsibilities attached to receipt of inside information and liability that attaches to misuse or unwarranted use of such information on case-to-case basis;
- iii) Notwithstanding anything contained in (i) and (ii) above and without reliance on the Company and any of its officers, such person(s) shall be required to independently and carefully go through and familiarise him / themselves with and adhere to the Code and Insider Trading Regulations and to ensure applicable compliance with this Code and the Insider Trading Regulations at all time;
- iv) Confidentiality Agreements or Non-Disclosure Agreements may be signed with such person(s), if it is felt necessary;
- v) Such person(s) shall be required to complete all the formalities including furnishing declarations / information etc. as applicable in the prescribed time;
- vi) The person(s) so notified by the Compliance officer in consultation with Managing Director may also cease to be ‘inside’ on sensitive transactions upon completion of certain business / transaction(s) or change in person(s) status or involvement in such business / transaction(s).; and
- vii) A list of such person(s) so notified and / or de-notified by the Compliance Officer to be ‘insider’ on sensitive transaction(s) shall be placed before the Board in its next meeting held post such notification / denotification.

6. PREVENTION OF MISUSE OF “PRICE SENSITIVE INFORMATION” AND TRADING WINDOW

All Designated Persons of the Company shall be subject to trading restrictions as enumerated below:

- i. All Designated Persons and their immediate relatives shall trade in the securities of the Company only during a specific trading period called “Trading Window” to be specified by the Company.

All Designated Persons and their immediate relatives shall be prohibited to trade in the Securities of the Company during the time the information referred to in sub-clause (ii) below is unpublished and during the period the Trading Window is closed.

- ii. The trading window shall remain closed at the time of:

- (a) Declaration of financial results (quarterly, half-yearly and annually).
- (b) Declaration of dividends (interim and final).
- (c) Issue of securities by way of public/rights/bonus etc.
- (d) Any major expansion plans or execution of new projects.
- (e) Amalgamation, Mergers, Takeovers and buy-back.
- (f) Disposal of whole or substantially whole of the undertaking.
- (g) Any changes in policies, plans or operations of the company.
- (h) Such other information as specified by under applicable law, rules and regulations and ascertained by the Compliance Officer for this purpose.

iii. The Trading Window shall remain closed from the first day of every calendar quarter and till 48 hours of publication of the financial results for the said quarter.

The timing for closure and re-opening of the Trading Window, in all other cases shall be determined by the Compliance Officer taking into account various factors including the Unpublished Price Sensitive Information in question becoming generally available and being capable of assimilation by the market, which in any event shall not be earlier than 48 hours after the information becomes generally available.

The Compliance officer may in consultation with the Managing Director or the Chief Financial Officer, determine that the Trading Window may be closed for any specific designated person(s) or class of Designated person(s) for any period as may be required.

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.

iv. The Compliance Officer shall inform the Trading Window closure to all the Designated Persons by way of email from time to time. Non-receipt of intimation with respect to trading window closure on account of declaration of financial results shall not be a valid excuse for trading in violation of this Code.

7. PRE - CLEARANCE OF TRADES

All Designated Persons, who intend to deal in the Securities of the Company when the Trading Window is opened, should pre-clear the transactions. However, no designated person shall be entitled to 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 and hence, he shall not be allowed to trade. The pre-dealing procedure shall be hereunder:

- (i) An application may be made in the prescribed Form (**Annexure 1**) to the Compliance officer indicating the estimated number of securities that the Designated Employee intends to deal in, the details as to the depository with which he has a security account, the details as to the securities in such depository mode and such other details as may be required by the company in this behalf.
- (ii) An undertaking (**Annexure 2**) shall also be executed in favour of the Company by such Designated Person incorporating, inter alia, the following clauses, as may be applicable:
 - (a) That the Designated Person does not have any access or has not received “Unpublished Price Sensitive Information” up to the time of signing the undertaking.
 - (b) That in case the Designated Person has access to or receives “Unpublished 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 change in his position and that he/she would completely refrain from dealing in the securities of the Company till the time such information becomes public.
 - (c) That he/she has not contravened the provisions of this code.
 - (d) That he/she has made a full and true disclosure in the matter.
- (iii) The Compliance officer, shall, after taking into account the factors of each case, and after ensuring that the Designated Person is not in possession of any UPSI, approve the application, as soon as possible and not later than one trading day

- (iv) No prior approval is required for exercising options under ESOP schemes of the Company, if any. However, pre-clearance should be obtained by Designated Persons for sale of such shares acquired.

8. OTHER RESTRICTIONS

- (i) All Designated Persons and their immediate relatives shall execute their order in respect of Securities of the Company within Seven trading days after the approval of pre-clearance is given, which shall be in the format specified at **Annexure 3**.
If the order is not executed within seven trading days after the approval is given, the Designated Person shall not be allowed to trade in the securities of the Company for the entire calendar quarter.
The Designated Persons shall file within 2 (two) trading days of the execution of the trade, the details of such trade with the Compliance Officer in the prescribed form at **Annexure 4**.
- (ii) If the order is not executed within Seven trading days after the approval is given, the designated person shall give a disclosure with regard to the non-execution of the Trade within 2 (two) days from the expiry of 7 (seven) trading days.
- (iii) All transactions undertaken by the Compliance Officer shall be pre-cleared by the Managing Director.
- (iv) All Designated Persons and their immediate relatives who buy or sell any number of shares of the Company shall not enter into an opposite transaction i.e. sell or buy any number of shares during the next six months following the prior transaction
This restriction shall not be applicable, in case of sale of shares of the Company, acquired pursuant to the exercise of any ESOP.
- (v) Designated Persons shall also not take positions in derivative transactions in the shares of the Company at any time.
- (vi) In case the Sale of Securities of the Company is necessitated due to personal reasons like marriage or education expenses or due to medical emergencies, the holding period referred to above may be waived by the Compliance Officer after recording the reasons for waiver / relaxation in writing; provided that such relaxation does not violate the provisions of this code and Insider Trading Regulations.
It may however, be noted that in terms of the Insider Trading Regulations, no such sale will be permitted when the Trading Window is closed.
The format for application of waiver of minimum holding period is provided in **Annexure 5** stating the above.
- (vii) The Trading Window restrictions shall not apply in respect of –
 - (a) transactions specified in clauses (i) to (iv) and (vi) of the proviso to sub-regulation (1) of regulation 4 of Insider Trading Regulations and in respect of a pledge of shares for a bonafide purpose such as raising of funds, subject to pre-clearance by the compliance officer and compliance with the respective regulations made by SEBI; and

(b) transactions which are undertaken in accordance with respective regulations made by SEBI such as acquisition by conversion of warrants or debentures, subscribing to rights issue, further public issue, preferential allotment or tendering of shares in a buy-back offer, open offer, delisting offer or transactions which are undertaken through such other mechanism as may be specified by SEBI from time to time.

- (viii) if the Designated Person or their Immediate Relatives execute an opposite transaction, inadvertently or otherwise, in violation of the restrictions set out above, the profits from such trade shall be liable to be disgorged for remittance to the Securities and Exchange Board of India ("SEBI") for credit to the Investor Protection and Education Fund administered by SEBI under the Securities and Exchange Board of India Act, 1992

9. REPORTING REQUIREMENTS FOR TRANSACTIONS IN SECURITIES

All Designated Persons connected with the Company will have to forward details of their securities transactions including the statement of their dependent family members to the Compliance Officer in the following manner:-

(i) Every person on appointment as key managerial personnel or a director of the Company or upon becoming a promoter or member of the promoter group shall disclose his holding of securities of the Company and that of his immediate relatives as on the date of appointment or becoming a promoter or part of the promoter group, to the Company within seven days of such appointment or becoming a promoter in **Form B (Annexure 6)**.

(ii) Every Designated Person the Company shall disclose to the Compliance officer in **Form C at Annexure 7** the details of Securities of the Company acquired or disposed of within two trading days of such transaction either by himself or by his immediate relatives, if the value of the Securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of Ten Lakh Rupees.

It is clarified for the avoidance of doubts that the disclosure of the incremental transactions after any disclosure under this sub-clause, shall be made when the transactions effected after the prior disclosure cross the threshold specified above.

(iii) The Compliance Officer shall maintain records of all declarations in the form given by the Directors / Officers / Designated Employees for a minimum period of eight years.

10. DISCLOSURE OF INFORMATION BY COMPANY

The Company shall notify the particulars of such trading to the stock exchange on which the securities are listed within two trading days of receipt of the disclosure under Clause 9(ii) above or from the date of becoming aware of such information.

11. TRADING PLAN

(a) Importance of Trading Plan

- All Insiders may formulate a Trading Plan ('TP') and the same, if formulated, shall be approved by the Compliance Officer subject to compliance of Code and Insider Trading Regulations.

- By virtue of Trading Plan, the Insider can plan for trades to be executed by him/her in future.
- No pre-clearance would be required for dealing in the securities of the Company once the Trading Plan gets approved.
- The Trading Window restrictions and restrictions on contra trade shall also not be applicable for trades carried out in accordance with an approved Trading Plan.

(b) Requisites of Trading Plan

- Trading pursuant to a Trading Plan shall commence on expiry of six months from the date of public disclosure of the Trading Plan.
- Trading as per TP shall not take place between 20th trading day prior to the last day of the financial period for which the results are required to be announced by the Company and 2 (two) trading days after the disclosure of such financial results.
- Designated Person shall give one Trading Plan at a time and the same shall not be for a period of less than 12 months i.e. there cannot be any overlapping of Trading Plans.
- Trading Plan shall set out either the value of trades or the number of securities to be traded, along with specific dates and time intervals and the nature of the trade.
- Trading on the basis of Trading Plan should not lead to market abuse.

(c) Approval of Trading Plan

- The Compliance Officer shall review the Trading Plan to assess whether such plan has any potential for violation or is in violation of the Insider Trading Regulations and shall be entitled to seek such express undertakings as may be considered necessary including but not limited to the effect that the applicant is not in possession of UPSI.
- On the basis of such assessment, the Compliance Officer shall within 15 days of the receipt of Trading Plan, approve or disapprove any Trading Plan so submitted.
In case of dis-approval the Compliance Officer shall record the reasons for the same.

(d) Notification to Stock Exchange(s)

The Compliance Officer shall notify the particulars of the approved Trading Plan to the stock exchange(s) where its securities are listed.

(e) Execution of Trading Plan

- Trading Plan once approved shall be irrevocable and has to be mandatorily implemented without any deviation.
- The implementation of the Trading Plan shall be deferred if any UPSI in possession of Insider at the time of formulation of the plan has not become generally available at the time of commencement of implementation of such plan.

12. SUBMISSION OF INFORMATION:

(i) All Designated persons shall be required to disclose names and Permanent Account Number of the following persons to the Compliance Officer company on an annual basis and as and when the information changes:

- (a) immediate relatives
- (b) persons with whom such designated person(s) shares a material financial relationship
- (c) Phone, mobile and cell numbers which are used by them

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 during the immediately preceding twelve months, equivalent to at least 25% of such payer’s annual income but shall exclude relationships in which the payment is based on arm’s length transactions.”

(ii) 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.

13. Protection of Informants that submit a Voluntary Information Disclosure Form

a. The Insider Trading Regulations have been amended to include Chapter IIIA (containing Regulations 7A to 7M) providing detailed guidelines for a person to voluntarily submit to SEBI a Voluntary Information Disclosure Form 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 Insider Trading Regulations, regardless of whether such person(s) satisfies the requirements, procedures and conditions to qualify for a reward.
For a detailed understanding of the provisions of Chapter IIIA, a reference may be to the Insider Trading Regulations, however, attention is drawn to the following in particular.

b. Definitions:

‘Informant’ means an individual(s), who voluntarily submits to SEBI a Voluntary Information Disclosure Form 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 Insider Trading regulations, regardless of whether such individual(s) satisfies the requirements, procedures and conditions to qualify for a reward.

‘Reward’ means any gratuitous monetary amount for which an Informant is declared eligible as per the provisions of the SEBI PIT Regulations.

‘Voluntary Information Disclosure Form’ means the form prescribed under Schedule D of the SEBI PIT Regulations to be used by an Informant while submitting Original Information to the Office of Informant Protection of SEBI.

Words and expressions used in this Clause 15 but not defined specifically shall have the same meanings respectively assigned to them in the SEBI PIT Regulations.

c. Any employee who files a Voluntary Information Disclosure Form, irrespective of whether the information is considered or rejected by SEBI or he or she is eligible for a Reward under the SEBI PIT Regulations, shall have suitable protection against any discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination against, by reason of: (i) filing a Voluntary Information Disclosure Form under the SEBI PIT Regulations; (ii) testifying in, participating in, or otherwise assisting or aiding SEBI in any investigation, inquiry, audit, examination or proceeding instituted or about to be instituted for an alleged violation of insider trading laws or in any manner aiding the enforcement action taken by SEBI; or (iii) breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from co-operating with SEBI in any manner.

For the purpose of this clause, “employee” shall mean 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 the SEBI PIT Regulations and is a director, partner, regular or contractual employee, but does not include an advocate.

- d. Nothing in the SEBI PIT Regulations or this Code shall require the employee to establish that, (i) SEBI has taken up any enforcement action in furtherance of information provided by such person; or (ii) the information provided fulfils the criteria of being considered as an Original Information under the SEBI PIT Regulations.
- e. Nothing in the SEBI PIT Regulations or this Code shall prohibit any Informant who believes that he or she has been subject to retaliation or victimisation by his or her employer, from approaching the competent court or tribunal for appropriate relief.
- f. Notwithstanding anything contained in sub-clause (e) above, nothing in the SEBI PIT Regulations will require SEBI to direct re-instatement or compensation by an employer.
- g. Nothing in the SEBI PIT Regulations or this Code shall diminish the rights and privileges of or remedies available to any Informant under any other law in force.
- h. Any term in an agreement (oral or written) or this Code, is void in so far as it purports to preclude any person, other than an advocate, from submitting to SEBI information relating to the violation of the securities laws that has occurred, is occurring or has a reasonable belief that it would occur.
- i. No employee is under any threat or impeded from communicating with the Board, including due to existence or enforcement of a confidentiality agreement (other than agreements related to legal representations of a client and communications there under) with respect to such communications.
- j. No employee is required to notify his / her employer or any other person of any Voluntary Information Disclosure Form filed with SEBI or to seek its prior permission or consent or guidance of any person engaged by the employer before or after such filing.
- k. Nothing in the SEBI PIT Regulations shall be deemed to provide any amnesty or immunity to an Informant for violation of securities law.

14. MAINTENANCE OF STRUCTURED DIGITAL DATABASE

- a. The Compliance Officer shall maintain a Structured Digital Database containing the nature of UPSI, the names of such persons with whom information is shared along with the PAN or any other identifier authorized by law where PAN is not available and other prescribed details.
- b. Every Designated Person or his/her Immediate Relative who is/ are in receipt UPSI or who shares UPSI regarding the Company or its Securities pursuant to Legitimate Purpose or for any other purpose as provided in this Code and/or the Insider Trading Regulations, shall inform to the Compliance Officer the nature of UPSI shared including, their name, Permanent Account Number, nature of UPSI and such other details as may be required to maintain the Company’s digital database under the Insider Trading Regulations.
- c. The said digital database shall be maintained with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database 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.

15. PENALTY FOR CONTRAVENTION OF CODE OF CONDUCT

- Any contravention of Insider Trading Regulations shall be dealt with by SEBI in accordance with the SEBI Act, and rules and regulations made there under.
- Any Designated Person contravening the Code will be liable to penalty and appropriate disciplinary action including remuneration freeze, suspension, dismissal, recovery of money, withholding of promotions, claw back etc. as may be decided by the Chairman of the Board in consultation with the Compliance Officer. Such disciplinary action shall be recommended by the Audit Committee and approved by the Board.
- Any amount collected under this clause as penalty shall be remitted to the Board for credit to the Investor Protection and Education Fund administered by the Board under the Act.
- If it is observed by the Company that there has been violation of Insider Trading Regulations, it shall inform Stock Exchanges immediately on which the Securities are listed in accordance with the process ascribed by SEBI on this behalf, if any.
- The action by the Company shall not preclude SEBI from taking any action in case of violation of Regulations.

5. AMENDMENT TO CODE OF CONDUCT

The adequacy of this Code shall be reviewed and reassessed by the Compliance Officer periodically and appropriate recommendations shall be made to the Board to update the Code based on the changes that may be brought about due to any regulatory amendments or otherwise.

Any amendment in the Code shall be approved by the Board. The Board shall have the right to withdraw and / or amend any part of this Code or the entire Code, at any time, as it deems fit, or from time to time, and the decision of the Board in this respect shall be final and binding.

Any subsequent amendment / modification in the Act and the Insider Trading Regulations and / or any other laws in this regard shall automatically apply to this Code.

6. Interpretation

If any rules under the code are in conflict with or inconsistent with the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time, then the SEBI (Prohibition of Insider Trading) Regulations, 2015 as modified/ amended from time to time, shall prevail and shall deemed to have been included in this code.

7. Clarifications

This Code shall be uploaded on the website of the Company.

Any questions and clarifications relating to this Code should be addressed to the Compliance Officer at cs.pritiinternationaltd@gmail.com

Annexure 1
Application for Pre-clearance

(For use by Designated Persons to deal in the securities of Company)

To,
The Compliance Officer
Priti International Limited

Dear Sir/Ma'am,

I / my immediate relative am desirous of dealing in the below-mentioned securities of the Company in my own name or on behalf of my immediate relative
(write name of family member and relationship) and seek your approval to acquire/
purchase/ sell them

Type of Security	No. of Shares	Market Price on date of Application (To give last trading day's closing price)	Nature of Trade Buy / Sell	Date by which trade is proposed to be executed	Folio No./ DP ID No./Client ID No. Along with the name of depository	Present Holding (No. of Shares)	
Equity Shares						Physical	Demat

Details of Designated Person/ Immediate Relative

Name	Designation	PAN	Email ID	Contact No

Details of previous pre-clearance, if any

No. of Shares for which pre-clearance was taken	Date of approval of pre-clearance	Whether transaction was executed	If yes, No. of shares transacted & Value	Reasons if not traded

My undertaking for the purpose of pre-clearance is attached herewith. I/ my immediate relative is aware that if the order is not executed within seven trading days after the approval is given, I/we shall not be allowed to trade in the securities of the Company for the entire calendar quarter.

I have made full and true disclosure in this application.

Signature:

Signature (Immediate Relative):

Name:

Designation:

Department:

Annexure 2

FORMAT OF UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE-DEALING UNDERTAKING

Undertaking

In compliance of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the “CODE FOR PREVENTION OF INSIDER TRADING” of Priti International Limited, I, _____ (Name of the Designated Person) hereby undertake/declare that:

I do not have any access to or have not received or am not in possession of any “Price Sensitive Information” upto the time of signing this undertaking.

In case I have access to or receive any “Price Sensitive Information” after the signing of this undertaking but before the execution of the deal, I will inform the Compliance Office of the change in the position and that I would completely refrain from dealing in Securities till the time such information is made available to public by Company.

I have not and shall not enter into any opposite transaction (buy / sell) during the previous/ next six months from the date of last transaction.

I undertake to submit the necessary forms/ documents within the prescribed timelines.

I am aware that, I shall be liable to face penal consequences including disciplinary action in case the above declarations are found to be misleading or incorrect at any time

I agree to comply with the provisions of the Code at all times and provide any information relating to the trade as may be required by the Compliance Officer and permit the Company to disclose such detail to SEBI, if so required by SEBI.

I further hereby agree to indemnify and keep the Company and its Directors indemnified from and against all and any penalties/fines that may be imposed on them by the SEBI and/or any other statutory authorities as a result of violation by me of the SEBI (Prohibition of Insider Trading) Regulations 2015 as amended from time to time and the Code prescribed by the Company.

Signed this _____ day of _____, 20__

Signature:

Signature (Immediate Relative):

Name:

Designation:

Department:

ANNEXURE 3

FORMAT FOR PRE-DEALING APPROVAL LETTER

Date: _____

Approval No: __ of 20__

To,
Mr. /Ms. _____
Emp No. : _____
Designation: _____

PRE-DEALING APPROVAL/ DISAPPROVAL -Your application dated

Dear Mr. /Mrs. _____

With reference to your above application seeking approval for undertaking certain transactions in Securities of the Company detailed therein, please be informed that you are hereby authorised/ not authorised to undertake the transaction(s) as detailed in your said application.

This approval is being issued to you based on the various declarations, representations and warranties made by you in your said application. This approval letter is valid till _____ (i.e. for 7 trading days). If you do not execute the approved transaction /deal on or before this date you shall not be allowed to trade in the securities of the Company for the entire calendar quarter.

Further, you are required to file the details of the executed transactions in the prescribed format within 2 trading days from the date of trade.

In case the transaction is not undertaken a “Nil” report shall be necessary.

Yours truly,

Compliance Officer

Annexure 4

Format for Confirmation of Trades executed pursuant to pre clearance

To
The Compliance Officer
Priti International Limited

Dear Sir/Ma'am,

Pursuant to your Pre-Dealing Approval Letter dated I / my immediate relative have a) dealt in the below-mentioned securities of the Company in my own name or on behalf of my immediate relative Mr./Ms..... **OR** b) have not traded in any securities of the Company

Type of Security	No. of Shares	Price at which transacted	Nature of Trade Buy / Sell	Date on which executed	Folio No./ DP ID No./Client ID No. Along with the name of depository	Present Holding (No. of Shares)	
Equity shares						Physical	Demat

I hereby confirm that I did not have any access to or have not received or was not in possession of any "Price Sensitive Information" up to the time of execution of this transaction.

I have made full and true disclosure in the matter.

Signature:

Signature (Immediate Relative):

Name:

Designation:

Department:

ANNEXURE 5

(Declaration by Designated Person(s) or Immediate Relative under Code for Prevention of Insider Trading for permission to sell within 6 months of purchase / sale)

To
The Compliance Officer
Priti International Limited

Dear Sir/Ma'am,

Sub: Permission to do Contra Trade within 6 Months of previous transaction

In terms of the captioned subject the details of my/immediate relative member(s) Shri/Smt. _____, request you to grant me waiver of the Contra Trade period of six months as required under the "CODE FOR PREVENTION OF INSIDER TRADING" with respect to _____(no. of securities) of Priti International Limited held by me/ <Relative Name> my immediate relative. The details with respect to securities proposed to be transacted are as follows:

Date of last Purchase/ Sale	Number of Shares	Pre-Clearance No and Date	DP ID/ Client ID

I desire to dispose the shares forthwith due to:

< Give Reasons >

In view of the aforesaid I earnestly request that the Company accords its approval to my request for sale.

Thanking you,

Signature:

Signature (Immediate Relative):

Name:

Designation:

Department:

ANNEXURE 6

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

Name & Signature:

Designation:

Date:

Place:

ANNEXURE 7

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 & address with contact nos.	Category of Person (Promoter/me mber of the promoter group/design ated person/ Director/ immediate relative to/others etc.)	Securities held prior to acquisition/ disposal	Securities acquired/Disposed	Securities held post acquisition/ disposal	Date of allotment advice/acqui sition of shares/dispo sal of shares, specify	Date of intimati on to compan y	Mode o acquisition [disposal (on market/pu blic/rights/ preferentia l offer/off market/Int er-se transfer, ESOPs, etc.)	Exchan ge on which the trade
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		Type of securities (For eg. Shares, Warrants, Convertible Debentures Rights entitlements etc.)	No. and % of shareholding	Type of securities (For eg. Shares, Warrants, Convertible Debentures Rights entitlements etc.)	No	Value	Transaction Type (Purchase/sale/Pl edge/Revocation/Invocation/Others-please specify)	Type of securities (For eg. Shares, Warrants, Convertible Debentures Rights entitlements 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.*

Name & Signature:

Designation:

Date:

Place: