

POONA DAL AND OIL INDUSTRIES LIMITED

INTERNAL CODE OF CONDUCT

FOR

PREVENTION OF INSIDER TRADING

&

FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION

AS PER SECURITIES EXCHANGE BOARD OF INDIA (PROHIBITION OF INSIDER TRADING REGULATIONS,
2015 (AS AMENDED FROM TIME TO TIME))

Dear Sir/Madam,

The Board of Directors of the Company has formulated the following two codes of conduct:

I) Code of Conduct for Prevention of Insider Trading

The Code of Conduct for Prevention of Insider Trading is to regulate, monitor, govern and report trading in securities of the Company by insiders and compliance of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (“**Insider Trading Regulations**”).

II) Code of Conduct for Fair Disclosure of Unpublished Price Sensitive Information

The Code of Conduct for fair disclosure of unpublished price sensitive information is code of practices and procedures for fair disclosure of unpublished price sensitive information that could impact price discovery in the markets for securities of the Company.

The Code of Conduct for Prevention of Insider Trading and the Code of Conduct for Fair Disclosure of Unpublished Price Sensitive Information are hereinafter collectively referred to as “Codes”. The Codes are enclosed herewith for your reference and record. You are requested to kindly go through the detailed provisions of the Codes.

We wish to draw your attention to the disclosures that are required to be made immediately to the Compliance Officer. As you are covered under the PIT Code (defined herein below) as a Designated Person (defined herein below), you have to disclose certain information regarding your shareholding in the Company, refrain from trading in the Company's securities except when permitted and in accordance with the Insider Trading Regulations.

Whilst the attached Codes are self-explanatory, may we draw your attention to the following:

There are restrictions on trading in the securities of the Company when the Trading Window (defined herein below) is closed (refer Clause 8 of the Code of Conduct for Prevention of Insider Trading).

Pre-clearance would need to be obtained from the Compliance Officer for any transactions in the Company's securities in such form as prescribed (refer Clause 9 of the Code of Conduct for Prevention of Insider Trading).

You will have to disclose your shareholding in the Company in prescribed form (refer Clause 10 of the Code of Conduct for Prevention of Insider Trading).

You are requested to take necessary action immediately as outlined in this communication and the Codes.

The Board of Directors of the Company is authorized to amend or modify the Codes in whole or in part. Subsequent modification(s) / amendment (s) to SEBI (Prevention of Insider Trading) Regulations, 2015 shall automatically apply to the Codes.

For Poona Dal and Oil Industries Limited

Compliance Officer

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PROOF

CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING IN SHARES OF POONA DAL AND OIL INDUSTRIES LIMITED
("PIT Code")

1. This PIT Code shall come into force from **May 15, 2015** and shall be applicable to the "Designated Person" defined in the PIT Code.

2. **Definitions:**

For the purpose of the Codes the following terms shall have the meanings assigned to them hereunder:

- i. "Act" means the Securities and Exchange Board of India Act, 1992;
- ii. "Board" means the Board of Directors of the Company;
- iii. "Company" or "the Company" or "PDOIL" means Poona Dal and Oil Industries Limited;
- iv. "Compliance Officer" means any senior officer, so designated, reporting to the Board, and who is responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of UPSI, monitoring of trades and the implementation of the Codes under the overall supervision of the Board;
- v. "Connected Person" means:
 - a) any person who is or has during the six months prior to the concerned act been associated with the Company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the Company or holds any position including a professional or business relationship between himself and the Company whether temporary or permanent, that allows such person, directly or indirectly, access to UPSI of the Company or is reasonably expected to allow such access;
 - b) 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:
 - I. an immediate relative of connected persons specified in clause (a); or
 - II. a holding company or associate company or subsidiary company of the Company; or
 - III. an intermediary as specified in section 12 of the Act or an employee or director thereof; or
 - IV. an official of a stock exchange or of clearing house or corporation; or
 - V. 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
 - VI. 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

- VII. an official or an employee of a self-regulatory organization recognized or authorized by the Board; or
 - VIII. a banker of the Company; or
 - IX. a concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of the Company or his immediate relative or banker of the Company, has more than ten per cent of the holding or interest;
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- vi. "Director" means a member of the Board of Directors of the Company
 - vii. "Designated Employee (s)" shall include:
 - a) Key Managerial Personnel ("KMP");
 - b) Officers comprising one level below KMP;
 - c) Employees of the accounts, finance, tax and secretarial departments of the Company;
 - d) Permanent invitees to the meetings of the Board of Directors of the Company; and
 - e) Such other persons as may be notified by the Compliance Officer from time to time in consultation with the Board of the Company.
 - viii. "Designated Person(s)" shall include:
 - a) Promoters of the Company;
 - b) Directors of the Company;
 - c) Designated Employee(s);
 - d) Any person in possession of or having access to UPSI;
 - e) Connected Persons; and
 - f) Immediate Relatives of Designated Person(s).
 - ix. "Employee (s)" means every employee of the Company;
 - x. "Fair Disclosure Code" means the Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information as amended from time to time;
 - xi. "Generally Available Information" means information that is accessible to the public on a non-discriminatory basis;
 - xii. "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;
 - xiii. "Insider Trading Regulations" means the Securities and Exchange -Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time;
 - xiv. "Key Managerial Personnel" means person as defined in Section 2(51) of the Companies Act, 2013;
 - xv. "PIT Code" shall mean this Code of Conduct for Prevention of Insider Trading in Securities as amended from time to time;

Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 or any modification thereof;

- xvi. "Securities" shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof except units of a mutual fund;
- xvii. "Stock Exchanges" means the stock exchanges on which the Securities of the Company are listed currently being the BSE Limited;
- xviii. "Takeover Regulations" means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;
- xix. "Trading" means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities, and "trade" shall be construed accordingly
- xx. "Trading Day" means a day on which the recognized stock exchanges on which Securities of the Company are listed are open for trading and the word "Trade" shall be construed accordingly;
- xxi. "Trading Window" means the period determined by the Compliance Officer, within which the Designated Persons are permitted to Trade; and
- xxii. "Unpublished Price Sensitive Information" or "UPSI" 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 include without limitation, information relating to the following: –
 - a) financial results;
 - b) dividends;
 - c) change in capital structure including issuance of ADRs, GDRs or any other Securities issued abroad;
 - d) mergers, de-mergers, acquisitions, delisting, disposals, amalgamation, restructuring, arrangement, spin off and expansion of business and such other transactions;
 - e) changes in Key Managerial Personnel; and
 - f) proposed changes in the general character or nature of its business;
 - g) litigation/dispute with a material impact; and
 - h) Material events in accordance with the listing agreement.
- xxiv. "Working Day" means the working day when the regular trading is permitted on the concerned Stock Exchange.

Words and expressions used and not defined in this PIT Code but defined in the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 or the Companies Act, 2013 and rules and regulations made there under shall have the meanings respectively assigned to them in those legislation as the context may so require.

3. Purpose of the code

This self-regulated PIT Code is designed to maintain the highest ethical standards of Trading in Securities of the Company by persons to whom it is applicable. The provisions of the PIT Code are designed to prohibit a Designated Person from Trading in Securities of the Company when in possession of Unpublished Price Sensitive Information. Further, the provisions of the PIT Code are also designed to regulate communication of UPSI relating to the Company Securities by Designated Persons.

4. Role of Compliance Officer

- 4.1 The Compliance Officer shall be responsible for
 - i. setting forth policies, procedures, monitoring adherence to the rules for the preservation of Unpublished Price Sensitive Information;
 - ii. pre-clearing of trades done by Designated Person;
 - iii. monitoring trades and the implementation of this Code under the overall supervision of the Board of Directors of the Company
- 4.2 The Compliance Officer shall assist all Designated Person(s) in addressing any clarifications regarding the Insider Trading Regulations and the Company's Codes.
- 4.3 The Compliance Officer shall report on insider trading to the Board of Directors of the Company and in particular, shall provide reports to the chairman of the audit committee of the Company, if any, or to the chairman of the Board of Directors at such frequency as may be stipulated by the Board.
- 4.4 The Compliance Officer shall seek such express undertakings from Designated Person(s) as may be necessary before approving trade plans and to monitor the implementation of trade plan.
- 4.5 The Compliance Officer shall be entitled to seek declarations to the effect that the applicant for pre-clearance is not in possession of any Unpublished Price Sensitive Information.
- 4.6 The Compliance Officer shall confidentially maintain a list of such securities as a "restricted list" which shall be used as the basis for approving or rejecting applications for pre-clearance of trades.
- 4.7 The Compliance Officer shall maintain a record of the disclosures made for a minimum period of five years.

5. Preservation of Unpublished Price Sensitive Information

- 5.1 The Designated Person shall maintain the confidentiality of all UPSI and all UPSI shall be handled within the Company on a "Need to Know" basis. Designated Persons shall not communicate UPSI to any person directly or indirectly, except where such communication is in furtherance of legitimate purpose, performance of duties or discharge of obligations.

- 5.2 "Need to Know" basis for the purpose of this PIT Code means UPSI should be disclosed only to those persons within the Company who need the information to discharge their duties.
- 5.3 UPSI may be communicated, provided, allowed access to or procured, in connection with a transaction that would:
- a) entail an obligation to make an open offer under the Takeover Regulations where the Board of Directors of the Company is of informed opinion that the proposed transaction is in the best interest of the Company; or
 - b) not entail an obligation of open offer but where the Board of Directors of the Company is of informed opinion that the proposed transaction is in the best interest of the Company and the information that constitute UPSI is disseminated to be made generally available at least 2 (two) trading days prior to the proposed transaction being effected in such form as the Board may determine.
- 5.4 The Board of the Company shall require the parties, who are in possession of or made access to UPSI to execute agreements to contract confidentiality and non-disclosure obligations on the part of such parties and such parties shall keep information so received confidential, except for the limited purposes set forth herein above and shall not otherwise Trade in Securities of the Company when in possession of UPSI.
- 5.5 All UPSI directly received by any Designated Person should immediately be reported to the Compliance Officer through his/her head of department.
- 5.6 If, in the performance of duties, it becomes necessary for the Designated Person to disclose any UPSI to any person outside the Company, e.g., advisors, auditors, consultants, merchant bankers, etc., the Designated Person shall inform the Compliance Officer of the UPSI proposed to be disclosed, and obtain the prior written consent of the Compliance Officer. The Designated Person shall ensure that the concerned advisor, auditor, consultant, merchant banker, etc., executes an agreement in the prescribed format (Form G hereto) with the Company.
- 5.7 Files/data having UPSI shall be kept secure; computer files must have adequate security of login and password etc.

6. Prevention of misuse of UPSI

No Designated Person shall Trade in Securities when in possession of UPSI as his Trades would be presumed to have been motivated by the knowledge and awareness of such UPSI in his/her possession.

7. Trading Plans

7.1 The Designated Person(s) who is in possession of UPSI may be entitled to Trade in Securities in accordance with their trading plans (“**Trading Plan**”). The Trading Plan shall:

- i. not entail commencement of trading on behalf of the Designated Person earlier than 6 (six) months from the public disclosure of the Trading Plan;
- ii. not entail trading for the period between the 20th (twentieth) trading day prior to the last day of any financial period for which results are required to be announced by the Company and the second trading day after the disclosure of such financial results;
- iii. entail trading for a period of not less than 12 (twelve) months;
- iv. not entail overlap of any period for which another Trading Plan is already in existence;
- v. set out either the value of trades to be effected or the number of Securities to be traded along with the nature of the trade and the intervals at, or dates on which such trades shall be effected; and
- vi. not entail Trading in Securities for market abuse.

7.2 The Compliance Officer shall consider the Trading Plan and shall approve it after reviewing the same, and the approved Trading Plan shall be notified to Stock Exchanges. However, Compliance Officer shall be entitled to take express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the Trading Plan as per provisions of the Insider Trading Regulations.

7.3 The Trading Plan once approved shall be irrevocable and the Designated Person shall mandatorily have to implement the Trading Plan, without being entitled to either deviate from it or to execute any trade in the Securities outside the scope of the Trading Plan.

However, the implementation of the Trading Plan shall not be commenced, if at the time of formulation of the Trading Plan, the Designated Person is in possession of any UPSI and the said information has not become generally available at the time of the commencement of implementation. The commencement of the Trading Plan shall be deferred until such UPSI becomes generally available information.

7.4 The Designated Person(s) shall not be allowed to trade in Securities of the Company, if the date of Trading in Securities of the Company, as per the approved Trading Plan, coincides with the date of closure of Trading Window announced by the Compliance Officer.

7.5 Although a Trading Plan allows Trading in Securities by the Designated Person when in possession of UPSI, it does not however grant absolute immunity from bringing proceedings for market abuse. Proceedings for alleged breach of SEBI (Prohibition of Fraudulent and Unfair Trade Practice Relating to the Securities Market) Regulations, 2003 may still be initiated.

8. Trading Window and Window Closure

8.1 Trading Window:

The Securities of the Company shall be traded by the Designated Persons only during such period during which the Trading Window is open, subject to the compliance of the Insider Trading Regulations and provisions of this PIT Code.

8.2 Window Closure

The Designated Person or their Immediate Relatives shall not Trade in Securities of the Company during the closure of the Trading Window period as specified by the Compliance Officer. The Trading Window shall be closed during the time the information mentioned hereunder is unpublished by the Company:

- a. Declaration of Financial results (quarterly, half yearly and annual);
- b. Declaration of dividends (interim and final);
- c. Issue of Securities by way of public/rights/bonus etc.;
- d. Any major expansion plans or execution of new projects;
- e. Amalgamations, 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 may be specified by the Compliance Officer for this purpose.

The Trading Window shall, inter-alia, be closed 7 (seven) days prior to and during the time the UPSI is unpublished. The Trading Window shall re-open after forty-eight hours from the date when UPSI becomes generally available or published.

8.3 As regards declaration of interim dividend and other matters referred to in (b) to (h) of paragraph 8.2 above, the whole time Directors of the Company shall, well before initiation of such activity/project, form a core team of Designated Employees and/or designated group of persons who would work on such assignment. The whole time directors shall also designate a senior Employee who would be in-charge of the project. Such team members will execute an undertaking not to deal in the Securities of the Company till the UPSI regarding the activity/project is made public or the activity/project is abandoned and the Trading Window would be regarded as closed for them.

8.4 In case of ESOPs, exercise of options may be allowed in the period when the Trading Window is closed. However, sale of shares allotted on exercise of ESOPs shall not be allowed when the Trading Window is closed.

8.5 The Compliance Officer shall intimate the closure of the Trading Window to all the Designated Person(s) of the Company when he determines that a Designated Person or class of Designated Persons can reasonably be expected to have possession of UPSI. Such closure shall be imposed in relation to such Securities to which such UPSI relates.

8.6 The Compliance Officer after taking into account various factors including the UPSI in question becoming generally available and being capable of assimilation by the market, shall decide the timing for re-opening of the Trading Window, provided that in no event shall it be earlier than 48 (forty-eight) hours after the information becomes generally available.

8.7 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.

9. Pre-clearance of trades

9.1 All Designated Person, who intend to Trade in the Securities of the Company, when Trading Window is open, should pre-clear the transactions, by making an application in the prescribed form (Form E) and containing the prescribed undertaking to the Compliance Officer where the trades during a calendar month exceed 10,000 (ten thousand) in number or where the market value of the securities of the Company to be acquired in a calendar month exceeds Rs. 5,00,000 (Rupees five lakhs only) (market value), whichever is lower. However, no Designation Person shall be entitled to apply for pre-clearance of any proposed trade if such Designation Person is in possession of UPSI even if the Trading Window is not closed.

9.2 The Compliance Officer shall either clear the requested trade or decline to clear the requested trade within 7 (seven) Working Days from the receipt of the application in the prescribed Form F. In case the Compliance Officer does not reply within the aforesaid period of 7(seven) days, a Trade shall be deemed to have been cleared/approved by him. In case the Compliance Officer declines to clear the requested trade, he shall assign reasons in writing for doing so.

9.3 All Designated Person(s) and/or their Immediate Relatives shall execute their order in respect of Securities of the Company within 1 (one) week after the approval of pre-clearance is given and shall file within 2 (two) days of the execution of the Trade, the details of such Trade with the Compliance Officer in the prescribed form. In case the transaction is not undertaken, a report to that effect shall be filed in prescribed form (Form E-2).

9.4 If the pre-clearance trade order is not executed within 7 (seven) days after the approval is given, the same must be pre-cleared again.

9.5 The Designated Person who buys or sells 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 6 (six) months following the prior transaction. All Designated Persons shall also not take positions in derivative transactions in the shares of the Company at any time. The Compliance Officer has the authority to grant relaxation in strict application of such restriction for reasons to be recorded in writing, provided that, such relaxation does not violate this PIT Code or the Insider Trading Regulations. Should an opposite trade be executed, inadvertently or otherwise, the profits from

such trade shall be liable to be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the Act.

9.6 In case the Compliance Officer or any of his Immediate Relatives wish to deal in the Securities of the Company, he would have to make the application in the prescribed Form E-1 to the whole time Director of the Company who would consider the requested deal within 7 (seven) Working Days as aforesaid. The remaining provisions of this paragraph 9, as applicable to Designated Person would also apply to the Compliance Officer.

9.7 In the case of subscription in the primary market (initial public offers), the Designated Persons shall hold their investments for a minimum period of 30 (thirty) days. The holding period would commence when the Securities are actually allotted. The Compliance Officer may waive off the holding period in case of sale of Securities in personal emergency after recording reasons for the same. However, no such sale will be permitted when the Trading Window is closed.

10. Disclosure Requirements for transactions in

Securities Initial Disclosure

10.1 Every Promoter, Key Managerial Personnel and Director of the Company, shall within 30 (thirty) days of this PIT Code taking effect, disclose to the Company the details of all holdings in Securities of the Company presently held by him including the statement of holdings of their Immediate Relatives in the prescribed Form A.

10.2 Every person, on appointment as a Key Managerial Personnel or a Director of the Company or upon becoming a promoter shall disclose his holding of Securities of the Company as on the date of appointment or becoming a promoter, to the Company within 7 (seven) days of such appointment or becoming a promoter.

Continual Disclosure

10.3 Every promoter, Employee and Director of the Company shall disclose to the Company in prescribed Form C the number of such Securities acquired or disposed of within 2 (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. 10,00,000/- (Rupees ten lakhs only).

Disclosure by Company to Exchanges

10.4 Within 2 (two) Working Days of the receipt of disclosure or becoming of aware of such information under Clause 10.3, the Compliance Officer shall disclose to all Stock Exchanges on which the Company is listed particulars of such trades.

10.5 The Compliance Officer shall maintain records of all the disclosure for a minimum period of 5 (five) years.

Periodic Reporting by Designated Persons

10.6 Every Designated Person, shall on a semi-annual basis, disclose to the Company the details of all holdings in Securities of the Company held by him including the statement of holdings of their Immediate Relatives in the prescribed. The first such disclosure shall be made within 30 (thirty) days of end of December 2015. Thereafter disclosures shall be made each year, every 6 (six) months i.e. 6 months ending June and December, within 30 (thirty) days of expiry of the respective period.

11. Penalty for contravention of the PIT Code

11.1 Every Designated Person(s) shall be individually responsible for complying with the provisions of this PIT Code (including to the extent the provisions hereof are applicable to his/her dependents).

11.2 Every Designated Person(s) who trades in Securities or communicates any information for trading in Securities, in contravention of this PIT Code may be penalised and appropriate action may be taken by the Company.

11.3 Every Designated Person(s), who violates the PIT Code shall also be subject to disciplinary action by the Company, which may include wage freeze, suspension, ineligibility for future participation in employee stock option plans, etc.

11.4 The action by the Company shall not preclude SEBI from taking any action in case of violation of the Insider Trading Regulations.

11.5 In case it is observed by the Compliance Officer that there has been a violation of the Insider Trading Regulations, SEBI shall be informed by the Company.

11.6 *Any contravention to the Insider Trading Regulations shall be dealt with in accordance with the Act. Penalties for contravention of provisions of the Insider Trading Regulations may be leviable by SEBI which as on the effective date of the PIT Code as per Section 15G of the Act is a penalty of at least Rs. 10,00,000/- (Rupees ten lakhs only), which may extend to Rs. 25,00,00,000 (Rupees twenty five crores only) or three times of profits made out of insider trading, whichever is higher. Further under Section 24 of the Act, any contravention of the provisions of the Act is punishable with imprisonment up to 10 years or fine up to Rs. 25,00,00,000/- (Rupees Twenty Five Crore only), or both.*

CODE OF CONDUCT FOR FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION (“Fair Disclosure Code”)

1 This Fair Disclosure Code shall come into force from **May 15, 2015** and shall be published on the official web site of the Company.

2 Corporate Disclosure Policy

To ensure timely and adequate disclosure of UPSI, the policy set out in this Fair Disclosure Code shall be followed by the Company.

3 Prompt disclosure of UPSI

2.1 The Company shall promptly make 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.

2.2 The Company may also consider uniform and universal dissemination of UPSI to avoid selective disclosure.

2.3 The Company shall handle all UPSI on a ‘Need to Know’ basis and shall be disclosed only to those within the Company who need the information to discharge their duties.

4 Overseeing and Co-coordinating disclosure

3.1 The Company shall designate the Compliance Officer to deal with the dissemination of information and disclosure of UPSI.

3.2 The Compliance Officer shall be responsible for ensuring that the Company complies with continual disclosure requirements, overseeing and co-ordinating disclosure of UPSI to stock exchange, analysts, shareholders and media, and educating staff on disclosure policies and procedure.

3.3 If UPSI gets disclosed selectively, inadvertently or otherwise then such UPSI shall be promptly disseminated.

5 Responding to market rumors

The Company shall provide appropriate responses to any queries on news reports or requests for verification of market rumors by Stock Exchanges or SEBI.

6 Timely Reporting of shareholdings/ownership and changes in ownership

Disclosure of shareholdings/ ownership by major shareholders and disclosure of changes in ownership as provided under any regulations made under the Act and the listing agreement shall be made in a timely and adequate manner.

7 Disclosure/dissemination of UPSI with special reference to Analysts, Institutional Investors

The Company should follow the guidelines given hereunder while dealing with analysts and institutional investors:-

6.1 Only Public information to be provided

The Company shall provide only public information to the analyst/research persons/large investors like institutions. Alternatively, the information given to the analyst should be simultaneously made public at the earliest. In no case the UPSI shall be provided.

6.2 Recording of discussion

In order to avoid misquoting or misrepresentation, it is desirable that at least two Company representatives be present at meetings with analysts, brokers, institutional investors and discussions and the same should preferably be recorded.

6.3 Handling of unanticipated questions

The Company should be careful when dealing with Analysts questions that raise issues outside the intended scope of discussion. Unanticipated questions may be taken on notice and a considered response given later. If the answer includes price sensitive information, a public announcement should be made before responding.

6.4 Simultaneous release of Information

When a Company organizes meetings with analysts or other investor relations conferences, the Company shall make a press release or post relevant information on its website after every such meet. The Company may also consider live web casting of analyst meets or investor relations conferences.

8 Medium of disclosure/dissemination

7.1 Disclosure/dissemination of information may be done through various media so as to achieve maximum reach and quick dissemination.

7.2 The Company shall ensure that disclosure to Stock Exchanges is made promptly within stipulated timelines if any.

7.3 The Company may also facilitate disclosure through the use of their dedicated internet website.

7.4 The Company websites may provide a means of giving investors a direct access to analyst briefing material, significant, background information and questions and answers.

7.5 The information filed by the Company with Stock Exchanges under continuous disclosure requirement may be made available on the Company website.

9 Submission of disclosures and prescribed forms

All submissions, forms etc., envisaged under the Codes should be addressed to the Compliance Officer and forwarded to the following for administrative purpose and taking appropriate action:

“To

The Company Secretary & Compliance Officer
71/A, Hadapsar Industrial Estate,
Pune-411013

THIS POLICY IS ONLY AN INTERNAL CODE OF CONDUCT AND ONE OF THE MEASURES TO AVOID INSIDER TRADING. IT WILL BE THE RESPONSIBILITY OF EACH DESIGNATED PERSON TO ENSURE COMPLIANCE OF SEBI REGULATIONS AND GUIDELINES AND OTHER RELATED STATUTES FULLY.

LIST OF FORMS APPLICABLE UNDER CODE OF CONDUCT

Sr. No.	Form No	Particulars of Form
1	Form A	Format for Initial Disclosure of Holdings as on the date of regulations coming in to force
2	Form B	Format for Disclosure In Case of appointment
3	Form C	Format for Disclosure of change in holdings of Securities
4	Form D	Format for Disclosure of Transactions by Other connected persons
5	Form E	Format for Application for Pre-Clearance Approval
6	Form E-1	Format for Application by Compliance Officer For Pre-Clearance Approval
7	Form E-2	Format for Report for not undertaking Trade after receiving Pre-Clearance
8	Form F	Format for Pre-clearance order
9	Form G	Agreement for Confidentiality and Non-dealing in securities

FORM A

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7(1)(a) read with Regulations 6(2)]**

**Poona Dal and Oil Industries Limited
ISIN: INE809E01018**

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

Name, PAN No., CIN/DIN & address with contact nos.	Category of Person (Promoters/KMP /Directors/immediate relatives/others etc.)	Securities held as on the May 15, 2015		% of Shareholding	Open Interest of the Future contracts held on as on the date of regulation coming into force		Open Interest of the Future Contracts held on as on the date of regulation coming into force	
		Type of Security (For eg- Shares, Warrants, Convertible Debentures etc.)	No.		Number of Units (contracts* lot size)	Notional value in Rupee terms	Number of Units (contracts* lot size)	Notional value in Rupee terms
1	2	3	4	5	6	7		

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

Signature:
Designation:
Date:
Place:

FORM B

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations,
2015 [Regulation 7(1)(b) read with Regulations 6(2)]**

Poona Dal and Oil Industries Limited

ISIN: INE809E01018 _

Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter of a listed company and other such persons as 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.)	Date of appointment of Director/KMP/ OR Date of becoming Promoter	Securities held as at the time of becoming Promoter/ appointment of Director/KMP		% of Shareholding	Open Interest of the Future contracts held at the time of becoming Promoter/appointment of Director/KMP		Open Interest of the Option Contracts held at the time of becoming/Promoter/appointment of Director/KMP	
			Type of Security (For eg- Shares, Warrants, Convertible Debentures etc.)	No.		Number of Units (contracts* lot size)	Notional value in Rupee terms	Number of Units (contracts* lot size)	Notional value in Rupee terms
1	2	3	4	5	5	6	7		

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

Signature:
Designation:
Date:

FORM C

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7(2) read with Regulations 6(2)]**

Poona Dal and Oil Industries Limited

ISIN: INE809E01018

Details of change in holding of Securities of Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN No., CIN/DIN & address of Promoter/Employee/Director with contact nos.	Category of Person (Promoters/KMP/Dir MP/Dir ectors/ immediate relatives/others etc.)	Securities held prior to acquisition /disposal		Securities acquired/ Disposed		% of Shareholding		Date of allotment advice/acquisition of shares/sale of shares specify		Date of intimation to company	Mode of acquisition (market purchase/public rights/preferential offer/off market/Inter-se transfer etc.	Trading in derivatives (Specify type of contracts, Futures or Options etc)				Exchange on which the trade was executed
		Type of Security (For eg- Shares, Warrants, Convertible Debentures etc.)	No.	Type of Security (For eg- Shares, Warrants, Convertible Debentures etc.)	No.	Pre Transaction	Post Transaction	From	To			Buy		Sell		
												Value	Number of units (contract* lot size)	value	Number of units (contract* lot size)	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

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

Signature:

Designation:

Date:

FORM D

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

Regulation 7(3) –Transactions by Other connected persons as identified by the company

Name, PAN No., CIN/DIN & address of connected persons as identified by the company with contact nos..	Connection with company	Securities held prior to acquisition/disposal		Securities acquired/ Disposed		% of Shareholding		Date of allotment advice/acquisition of shares/sale of shares specify		Date of intimation to company	Mode of acquisition (market purchase/public rights/preferential offer/off market/Inter-se transfer etc.	Trading in derivatives (Specify type of contracts, Futures or Options etc)				Exchange on which the trade was executed
		Type of Security (For eg- Shares, Warrants, Convertible Debentures etc.)	No.	Type of Security (For eg- Shares, Warrants, Convertible Debentures etc.)	No.	Pre Transaction	Post Transaction	From	To			Buy		Sell		
												Value	Number of units (contract* lot size)	value	Number of units (contract* lot size)	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

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

Signature:

Designation:

Date:

FORM E
FORMAT FOR APPLICATION FOR PRE-CLEARANCE APPROVAL BY DESIGNATED PERSON

Date:

To
The Compliance Officer
Poona Dal and Oil Industries Limited
Pune

Dear Sir,
Application for Pre-dealing approval in securities of the Company

Pursuant to the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct for Prevention of Insider Trading, I seek approval to purchase / sale / subscription of _____ [equity shares/securities] of the Company as per details given below:

1	Name of the Designated Person	
2	Designation	
3	Number of securities held as on date	
4	Folio No. / DP ID / Client ID No.)	
5	The proposal is for: (a) Purchase of securities (b) Subscription to securities (c) Sale of securities	
6	Proposed date/period of dealing in securities	
7	Estimated number of securities proposed to be acquired/subscribed/sold	
8	Price at which the transaction is proposed	
9	Current market price (as on date of application)	
10	Whether the proposed transaction will be through stock exchange or off-market deal	

I/My Immediate Relative is aware that I/We have to execute the order in respect of securities of the Company within one week from the date of approval of pre-clearance.

If the order is not executed within one week after the approval is given, I/We would have to pre-clear the transaction again.

My undertaking for the purpose of pre-clearance is furnished herein below in **Annexure I**.

Thanking you

(SIGNATURE)

ANNEXURE I

UNDERTAKING

TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE-CLEARANCE

I, _____, am desirous of dealing in _____ *
[shares/securities] of the Company as mentioned in my application dated _____ for pre-clearance of the transaction.

I further declare that I am not in possession of or otherwise privy to any unpublished price sensitive information (as defined in the Company's Code of Conduct for Prevention of Insider Trading ("**the Code**") up to the time of signing this Undertaking.

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

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

I undertake to submit the necessary report within 2 (two) days of execution of the transaction / a 'Nil' report if the transaction is not undertaken.

[I shall not engage into the reverse transaction i.e., buying/ selling of [shares/securities], within 6 months of buying/ selling respectively.]

If approval is granted, I shall execute the deal within 7 (seven) days from the date of approval failing which I shall seek pre-clearance once again if I wish to trade in the securities of the Company.

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

Date: Signature: _____

(* Indicate number of shares)

FORM E-1
FORMAT FOR APPLICATION BY COMPLIANCE OFFICER FOR PRE-CLEARANCE APPROVAL

Date:

To
The Board of Directors
Poona Dal and Oil Industries Limited
Pune

Dear Sir,

Application for Pre-dealing approval in securities of the Company

Pursuant to the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct for Prevention of Insider Trading, I seek approval to purchase / sell / subscription of _____ [equity shares/securities] of the Company as per details given below:

1	Name of the Designated Person	
2	Designation	Compliance Officer
3	Number of securities held as on date	
4	Folio No. / DP ID / Client ID No.)	
5	The proposal is for: (a) Purchase of securities (b) Subscription to securities (c) Sale of securities	
6	Proposed date/period of dealing in securities	
7	Estimated number of securities proposed to be acquired/subscribed/sold	
8	Price at which the transaction is proposed	
9	Current market price (as on date of application)	
10	Whether the proposed transaction will be through stock exchange or off-market deal	

I/My Immediate Relative is aware that I/We have to execute the order in respect of securities of the Company within 1(one) week from the date of approval of pre-clearance.

If the order is not executed within 1 (one) week after the approval is given, I/We would have to get the transaction pre-cleared again.

My undertaking for the purpose of pre-clearance is furnished herein below in **Annexure I**.

Thanking you

(SIGNATURE)

ANNEXURE I

UNDERTAKING

TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE-CLEARANCE

I, _____, am desirous of dealing in _____ *
[shares/securities] of the Company as mentioned in my application dated _____ for pre-clearance of the transaction.

I further declare that I am not in possession of or otherwise privy to any unpublished price sensitive information (as defined in the Company's Code of Conduct for Prevention of Insider Trading ("**the Code**") up to the time of signing this Undertaking.

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

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

I undertake to submit the necessary report within 2 (two) days of execution of the transaction / a 'Nil' report if the transaction is not undertaken.

[I shall not engage into the reverse transaction i.e., buying/ selling of [shares/securities], within 6 months of buying/ selling respectively.]

If approval is granted, I shall execute the deal within 7 (seven) days from the date of approval failing which I shall seek pre-clearance once again if I wish to trade in the securities of the Company.

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

Date: Signature: _____

(* Indicate number of shares)

FORM E-2

FORMAT FOR REPORT FOR NOT UNDERTAKING TRADE AFTER RECEIVING PRE-CLEARANCE

Date:

To
The Compliance Officer,
Poona Dal and Oil Industries Limited
Pune

Dear Sir,

Report for not undertaking trade after receiving pre-clearance

I, _____, had made an application for pre-clearance for trading of _____ shares vide Application No. _____ dated _____ and the same was approved by you by the approval dated _____ ("**Approval**"). This is to notify you that I will not be able to/was not able to undertake the trades approved and cleared under the Approval due to the following reasons:

*●+

Date: Signature: _____

FORM F
FORMAT FOR PRE-CLEARANCE ORDER

To,
Name: _____
Designation: _____
Place: _____

Subject: Pre-clearance to deal in securities of the Company

This is to inform you that your application for dealing in _____ (nos.) [shares/securities] of the Company as mentioned in your pre-clearance application dated _____ is approved. Please note that the said transaction must be completed on or before _____ (date) that is within 7 (seven) days from the date of approval.

In case you do not execute the approved transaction /deal on or before the aforesaid date you would have to seek fresh pre-clearance before executing any transaction/deal in the securities of the Company.

Further, you are required to file the details of the executed transactions in the attached format within 2 (two) trade days from the date of transaction/deal. In case the transaction is not undertaken a 'Nil' report shall be submitted.

Yours faithfully,

For Poona Dal and Oil Industries Limited

Compliance Officer

FORM G

Agreement for Confidentiality and Non-dealing in securities of the Poona Dal and Oil Industries Limited

Date

To

Name of consultant

Address

Dear Sir,

We have agreed to appoint you as our [advisor/consultant/auditor/merchant banker/share transfer agent] in respect of our business and in this connection would provide you from time to time various information related to Poona Dal and Oil Industries Limited and/or its group and associate company/ies (hereinafter collectively referred to as "Poona Dal and Oil Industries Limited") which is not available to the general public or is proprietary in nature (such oral or written information and all copies of, extracts from, analysis and other materials 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:

- (a) **Non-disclosure:** Recipient recognizes and acknowledges the competitive value of the Information and the damage that could result from the disclosure thereof to third parties. Accordingly, Recipient will not, without the prior written consent of Poona Dal and Oil Industries Limited, 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 directors, officers, employees, agents or other representatives (collectively, "Representatives") 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 Poona Dal and Oil Industries Limited and its affiliates and all directors, officers, employees, agents, advisors or other representatives against any breach by any of Recipient's Representatives of the matters referred to herein.
- (b) **Restrictions on Use:** The Information will not, without the prior written consent of Poona Dal and Oil Industries Limited be used by Recipient or its Representatives, 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 Poona Dal and Oil Industries Limited. In addition, Recipient hereby acknowledges that Recipient is aware (and, if applicable, that recipient's Representatives have been advised) that Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 prohibits any person, who is in possession of UPSI from dealing of securities of the 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 deal in such securities.
- (c) **Return of Information:** Upon the request of Poona Dal and Oil Industries Limited, Recipient shall, and shall cause its Representatives to, promptly return all Information to Poona Dal and Oil Industries Limited without retaining any copies, summaries or extracts thereof. In the event of such request, all documents, analysis, compilations, studies or other materials prepared by Recipient or its Representatives that contain or reflect Information shall be destroyed and no copy thereof shall be retained (such destruction

be confirmed in writing by a duly authorized officer of Recipient). Notwithstanding the return or destruction of the Information, Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder. With respect to those portions of the Information that consist of analysis, compilations, studies or other materials prepared by Recipient or its Representatives, Poona Dal and Oil Industries Limited may, in its sole discretion, permit the retention of such Information for evidentiary purposes. Notwithstanding such retention, Recipient and its Representatives shall continue to be bound by their obligations of Confidentiality and other obligations hereunder.

(d) For purpose of this Agreement, the term "Information" shall not include such portions of the Information that (i) are or become generally available to the public other than as a result of disclosure by Recipient or its Representatives, (ii) become available to Recipient on a non-confidential basis from a source not subject to a confidentiality obligation to Poona Dal and Oil Industries Limited, whether by contractual, legal or fiduciary obligation or otherwise or (iii) were, as evidenced by written records or other documentation satisfactory to Poona Dal and Oil Industries Limited, in Recipient's possession on non-confidential basis prior to Poona Dal and Oil Industries Limited's disclosure to Recipient

(2) Without Poona Dal and Oil Industries Limited's prior written consent, Recipient shall not and Recipient shall cause each of its Representatives not to, directly or indirectly, alone or in concert with others deal in Securities of Poona Dal and Oil Industries Limited. The term "Securities of Poona Dal and Oil Industries Limited" shall mean and include the equity shares of Poona Dal and Oil Industries Limited and such other securities issued by PDOIL and listed on any recognized Stock Exchange.

(3) In the event that Recipient or its Representatives are requested or become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, investigative demand or similar prices) to disclose any of the Information, Recipient and its Representatives will promptly provide Poona Dal and Oil Industries Limited with written notice so that Poona Dal and Oil Industries Limited may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or waiver, Recipient or its Representatives are, in the opinion of Poona Dal and Oil Industries Limited's counsel, legally compelled to disclose such Information to any tribunal or else, in the opinion of Poona Dal and Oil Industries Limited's counsel, stand liable for contempt or suffer other censure or penalty, Recipient or its Representatives 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.

(4) The Recipient hereby agreed that money damages could be only a part remedy for any breach or threatened breach of this Agreement by the Recipient or its Representatives. In addition to the money damages, Poona Dal and Oil Industries Limited 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 Poona Dal and Oil Industries Limited 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 Poona Dal and Oil Industries Limited in connection with such litigation, including any appeals therefrom.

(5) The Recipient further agrees to indemnify, defend, and hold harmless Poona Dal and Oil Industries Limited and its affiliates and all directors, officers, employees, agents, advisors or other representatives thereof (each an "Indemnified Person") from and against any losses, claims, damages or liabilities out of

breach or alleged breach of this Agreement and to reimburse each Indemnified Persons for all costs and expenses (including counsel fees) incurred in connection therewith. Such indemnity 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.

Yours faithfully
For **Poona Dal and Oil Industries Limited**

Company Secretary &
Compliance Officer

Agreed to as of the

Dated first written above

For _____ (name of the consultant/advisor)

By _____

Name
Designation

PROOF