

EVEREST INDUSTRIES LIMITED

EVEREST INDUSTRIES CODE OF INTERNAL CONTROL POLICIES AND PROCEDURES FOR PREVENTION OF INSIDER TRADING

SECTION – I: INTRODUCTION & APPLICABILITY

1. This code of Everest Industries Limited (“the Company”) shall be termed as **Everest Industries Code of Internal Control Policies and Procedures for Prevention of Insider Trading** (“the Code”).
2. The shares of the Company are presently listed on BSE Limited and National Stock Exchange of India Limited.
3. Being a listed entity, the Company is required to comply with various law(s), rule(s) or regulation(s) and accordingly the Company in compliance with SEBI (Prohibition of Insider Trading) Regulations, 2015 (“SEBI (PIT) Regulations”) is required to put in place adequate and effective system of internal controls to ensure compliance with the requirements of SEBI (PIT) Regulations to prevent insider trading. This Code has been prepared pursuant to the aforesaid requirements.
4. The Code is intended to serve as a guiding charter for all Designated Persons & other Employees of the Company having access to or is in possession of UPSI.
5. The Code shall be applicable on:
 - a. All Designated Persons, and
 - b. Such other person who in course of his business operation gets access to or possession of UPSI of the Company
6. The Code is in force with effect from April 01, 2019.
7. In case you need any clarification, please do write to the following:

Name: Mr. Neeraj Kohli

Designation: Company Secretary

Mail: neerajkohli@everestind.com

Contact No.: 0120 - 4791840

SECTION – II: OBJECT

The objective of this Code is to monitor and control Insider Trading. It plays an important role in detecting and preventing insider trading and protecting the interest of the organization & its various stakeholders.

The code is a compendium of the policies and procedures which management uses to achieve the following objectives:

- i. Safeguarding UPSI:** The internal controls are designed to protect UPSI from unauthorized access and dissemination whether accidental or intentional;
- ii. Ensuring the reliability and integrity of information:** Internal controls ensure that management has accurate, timely and complete information to ensure that accurate provisions are made so that no UPSI is being shared to any person other than for legitimate purpose(s), performance of duties or discharge of legal obligations;
- iii. Ensure Compliance:** Internal controls help to ensure that the Company is in compliance with all the applicable laws and regulations governing the insider trading;
- iv. Establish Control Environment:** Internal controls establish a control environment that enhances transparency, timeliness and accuracy in reporting and facilitate insider trading laws compliance.
- v. Aid to Management & Compliance officer:** Internal controls system provides a mechanism for management & Compliance officer to regulate, monitor and report trading by Designated Persons in accordance with the code of conduct of the company.
- vi. Identify and manage the risks:** Internal controls consider the susceptibility of the organization to various risks including legal and reputation risk and manage those risks proactively.

SECTION – III: DEFINITIONS

1. **Definitions:** As used in this Code, unless the context otherwise requires:
- a. **“Act”** means the Securities and Exchange Board of India Act, 1992;
 - b. **“Board of Directors”** means Board of Directors of the Company;
 - c. **“BSE”** means BSE Limited;
 - d. **“Code”** means the Everest Industries Code of Internal Control Policies and Procedures for Prevention of Insider Trading including all amendments and modifications made thereto from time-to-time;
 - e. **“Company”** means Everest Industries Limited;
 - f. **“Compliance Officer”** means the Company Secretary of the Company, or any other person so designated by the Managing Director of the Company;
 - g. **“Connected Person”** means:
 - (i) any person who is or has during the six (6) 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 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 the Connected Persons specified in clause (i); or
 - B. a holding company or associate company or subsidiary company; or
 - C. an intermediary as specified in section 12 of the Act or an employee or director thereof; or
 - D. an investment company, trustee company, asset management company or an employee or director thereof; or
 - E. an official of a stock exchange or of clearing house or corporation; or

- F. a member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or
 - G. a member of the board of directors or an employee, of a public financial institution as defined in section 2 (72) of the Companies Act, 2013; or
 - H. an official or an employee of a self-regulatory organization recognised or authorized by SEBI; 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 the Company or his immediate relative or banker of the company, has more than ten per cent. of the holding or interest;
- h. **“Director”** means a member of the Board of Directors;
- i. **“Designated Persons”** shall mean such person as defined under the Code of Conduct to Regulate, Monitor and Reporting Trading by Insiders including all amendments and modifications made thereto from time – to – time and reproduced under Section VII of this Code;
- j. **“Employees”** means every employee of the Company including Permanent Employees, Contractual Employees, apprentices, trainees etc. and the Directors in the employment of the Company;
- k. **“External Party(ies)”** shall mean and include all such persons who are not Employees, Directors or Promoters of the Company or do not form any Employee Employer relationship with the Company.
- l. **“Financial Year”** shall have the same meaning as defined in Section 2(41) of the Companies Act, 2013.
- m. **“Insider”** means any person who is a Connected Person or who is in possession of or having access to UPSI;
- n. **“Internal Control”** are the mechanisms, rules, and procedures implemented by a company to prevent communicating of UPSI other than for legitimate purpose and recording the transactions under which UPSI is being shared thereby improving operational efficiency by improving the accuracy and timeliness of data along with ensuring that the Company complies with SEBI (PIT) Regulations and all other applicable regulations, if any;

- o. **“Material Subsidiary”** shall have the same meaning as defined in Regulation 16 of SEBI (LODR) Regulations, as amended from time to time;
- p. **“Managing Director”** shall have the same meaning as defined in section 2(54) of the Companies Act, 2013, as amended from time to time;
- q. **“Need to know basis”** means sharing of UPSI shall be strictly as per the “Policy for Determination of Legitimate Purposes” as provided under the Code of Conduct for fair disclosure of UPSI of the Company;
- r. **“NSE”** means National Stock Exchange of India Limited;
- s. **“Promoter”** shall have the meaning assigned to it under the SEBI (ICDR) Regulations;
- t. **“SEBI (ICDR) Regulations”** means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended or replaced from time to time;
- u. **“SEBI (LODR) Regulations”** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;
- v. **“SEBI (PIT) Regulations”** means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended or replaced from time to time;
- w. **“Securities”** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof and means the securities of the Company (specifically excluding units of a mutual funds);
- x. **“Subsidiary Company” or “Subsidiary”**, means a Company as defined in section 2(87) of the Companies Act, 2013 or under Regulation 2 of SEBI (LODR) Regulations, as amended from time to time;
- y. **“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.

SECTION – IV: FRAMEWORK FOR INTERNAL CONTROL

The framework of the company's Internal Control System includes:

- i. Control Environment:** A sound control environment is created by management through communication and enforcement of integrity and ethical values. This includes a focus on integrity, a commitment to investigating discrepancies, diligence in designing systems and assigning responsibilities.
- ii. Risk Assessment:** This involves the identification of the areas in which the greatest threat and estimates the likelihood of occurrence of risk resulting in material departure from the regulatory and legal requirements.
- iii. Monitoring and Reviewing:** The system of internal control should be periodically reviewed by management. By performing a periodic assessment, management assures that internal control system is working consistently, efficiently & effectively and has not become obsolete.
- iv. Information and Communication:** The identification of price sensitive information and a clear policy for communication is paramount to the internal control system.
- v. Control Activities:** These are the activities that occur within an internal control system.

SECTION – V: CHINESE WALL

To prevent the misuse of UPSI, the Company shall *adopt following norms for Chinese Wall procedures*, which separates those departments which routinely have access to UPSI, considered as ‘Inside Areas’ e.g. Information Technology (“IT”), Accounts & Finance, Legal & Secretarial. MIS from other departments providing support services considered as ‘Public Areas’:

- i.** The Designated Person(s) in the Inside Areas shall not be allowed to communicate any UPSI to anyone in the Public Areas, except in accordance with the Policy on determination of legitimate purposes.
- ii.** The determination of various departments as Inside Areas will be determined by the Compliance Officer in consultation with the Managing Director.
- iii.** Files containing confidential information shall be kept secure. The confidential information maintained in a secured information system of the company with adequate access controls as per employee privilege.

SECTION VI: RISK ASSESSMENT PROCESS

The management shall continuously engage in identification of the areas where greatest threat or risk of inaccuracies or default due to non – compliance exist. Based on the threats identified on undertaking risk assessment, the management shall undertake actions to address the risk and manage it.

The management may estimate the likelihood of occurrence of risk resulting in material departure from the legal and regulatory requirements based on the following:

- Operating & Regulatory environment under which the company operates and changes therein
- Understanding of the applicable insider trading laws and internal controls implemented among the Employees of the company
- Employment of new personnel with different ethics, culture and their understanding of internal control of the Company
- Security and reliability of the information management system of the Company; introduction of new or modified information system
- Change in management & control of organization leading to changes in supervision and segregation of duties
- Corporate Restructurings, new business models, products, or activities or entering into business areas or transactions or events resulting in new and substantial information eligible as UPSI.

SECTION – VII: IDENTIFICATION OF DESIGNATED PERSONS

1. The Compliance Officer in consultation with the Managing Director shall specify persons to be covered under Designated Persons based on:
 - a. Mandatory requirements prescribed under any applicable laws on the Company.
 - b. Seniority and designation of such person
 - c. Role and function of such person in the Company and the access that such role and function would provide to UPSI

2. Presently, the Company has identified following as its Designated Persons:
 - (i) Promoters or Promoter Group of the Company;
 - (ii) Board of Directors;
 - (iii) Key Managerial Personnel (“KMP”);
 - (iv) General Managers (“GM”) and above;
 - (v) Plant Heads;
 - (vi) All Employees of Finance/Accounts department, Corporate Legal & Secretarial Department, IT Department and Internal Audit Department at all locations of the Company and its material subsidiaries;
 - (vii) Chief Executive Officer/ Managing Director and employees upto two levels below Chief Executive Officer/ Managing Director of the Company;
 - (viii) Chief Executive Officer/ Managing Director and employees upto two levels below Chief Executive Officer/ Managing Director of the material subsidiary(ies) of the Company;
 - (ix) Secretaries and Personal Assistants of all KMPs;
 - (x) Immediate Relatives of persons covered in clause (i) to (ix)

**SECTION – VIII: ILLUSTRATIVE LIST OF IDENTIFIED INFORMATION(S) THAT
SHALL BE TREATED AS UPSI**

1. The Company identifies any information as UPSI based on following parameters:
 - a. Information relates to the Company or its securities either directly or indirectly
 - b. Information is not generally available
 - c. Information which upon becoming generally available is likely to materially affect the price of the securities.
2. The Company based on above mentioned parameters identifies the UPSI, from time to time, including but not restricted to the items as defined in Annexure I of this Code.
3. Any information that is uploaded on the website of the Company or BSE or NSE would ordinarily be considered as Public Information. The website of the Company, BSE and NSE are as follows:

Company: <https://www.everestind.com/>

BSE: <https://www.bseindia.com/>

NSE: <https://www.nseindia.com>

4. In case the information handled is not covered by the Annexure I, the HOD shall request the Compliance Officer to examine whether the particular information is in the nature of UPSI. The Compliance Officer, if so required, shall consult with the MD and CFO to determine whether the information is in the nature of UPSI or not.

SECTION IX: COMMUNICATION AND PROCUREMENT OF UPSI

1. All information shall be handled within the organization on a need – to – know basis and no UPSI shall be communicated to any person, within or outside the Company, except in furtherance of legitimate purposes, performance of duties in ordinary course of business or discharge of legal obligations.

2. The list of persons who are outside the Company i.e. External Parties with whom UPSI may be shared for legitimate purpose in the ordinary course of business shall include but not be restrict to:
 - Actuaries
 - Auditors
 - Banks
 - Business Analysts
 - Business Community
 - Collaborators
 - Creditors
 - Credit Rating Agency
 - Customers
 - Distributers
 - HR Agency
 - Insolvency Professionals
 - Insurance Agents / Companies
 - Lawyers
 - Legal advisors
 - Lenders
 - Marketing Consultants
 - Merchant bankers
 - PR Agencies
 - Share Transfer Agent
 - Subsidiary Company
 - Suppliers
 - Registrar to the Company
 - Research Consultants
 - Other advisors or consultants

3. Discharge of legal obligations means to perform or execute a task for discharge of duties in accordance with the requirement of law, including:

- Disclosure to the appropriate authorities under compliance & reporting requirement in accordance with the applicable laws & regulations including disclosure of infringement of law.
 - Production of documents or other provision of evidence in the course of legal proceedings.
4. The UPSI can only be asked either by the Employee or any External Party from his official mail ID or any secured electronic means as may be permitted by the Company from time to time **from the Head of Department being the Designated Person (“HOD”)** of the Company and its material Subsidiary(s).
 5. The **Head of Department (“HOD”) and all other Employee(s) as authorized** and marked by the HOD (Authorized Person(s)) are responsible **to share UPSI with Employee and / or External Party** seeking information **after assessing the need of such communication of UPSI.**
 6. The HOD will authorize employees as Authorized Person to share UPSI, as mentioned above, through email specifying purpose for which the UPSI can be shared by him and such other details as he may find necessary such as period, frequency or nature of the information that can be shared.
 7. The Authorized Person(s) shall **only share UPSI from his official mail ID or any secured electronic means** as may be permitted by the Company from time to time.
 8. If the UPSI is being shared with any External Party and / or Employee other than the Designated Persons, the HOD or Authorized Person shall execute and obtain a Non – Disclosure Agreement (“NDA”) from them comprising of his PAN, an undertaking to maintain confidentiality of the information and other non – disclosure obligations on such person as per **Annexure III with Employees of the Company and Annexure IV with External Parties.**
 9. Designated Persons shall be required to disclose names and Permanent Account Number or any other identifier authorized by law of the persons specified therein along with other details to the Company on an annual basis as on March 31 every year, on or before April 30, and as and when the information changes, in the Form E annexed to the Code as **Annexure II.**
 10. The person sharing UPSI after executing NDA as mentioned above, shall **upload details of the UPSI shared in the Digital Database Tool** implemented by the Company on immediate basis.

SECTION – X: POLICY & PROCEDURES FOR INSIDER TRADING GOVERNANCE

The management of the Company shall create a strong control environment for promoting insider trading governance by adopting the following policy:

- 1. Employee Orientation:** The management shall communicate the entity policies on integrity and ethical values from time to time to the Employees of the Company. The management may communicate the behavioral standards to personnel through policy statements and codes of conduct and by examples.
- 2. Self – Governance:** The management’s attitudes and actions toward compliance & reporting as per insider trading laws shall be firm. They shall abide by the Company’s Code of Conduct for Regulation, Monitoring and Reporting of Trading by Designated Persons, as may be applicable to them. They shall adopt the principles of conscientiousness and conservatism.
- 3. Assignment of Authority & Responsibility:** The management shall be clearly define and communicate roles & responsibilities of the Employees. The authority of the Employees shall be well established and understood to ensure that information accessed and communicated by them is within their authority and role privilege.
- 4. Human Resources Practice:** The Human Resource Department shall undertake due diligence while recruiting personnel. Due standards for recruiting the high designation individuals with emphasis on educational background, prior work experience, past accomplishments, and evidence of integrity and ethical behavior shall be adopted. The management may conduct background check of Employees to ensure they are not in violation of ethical code of conduct & insider trading laws in their previous employment or appropriate undertaking from the prospective Employees where sufficient background check cannot be undertaken.
- 5. Training & Awareness:** The management shall conduct such training, Employee awareness programs, Education Sessions, Familiarization programs etc. at such intervals and at such times as it may consider necessary.
- 6. Monitoring of Trade and Compliance:** The Company shall implement a Digital Database tool that is an integrated information system facilitating compliance & reporting requirements under the Insider Trading Regulations. The tool shall facilitate online procurement of information from the employees from time to time to monitor their trade and obtaining negative confirmations from them time to time to support audit function.

7. **Disclosures / Confirmations from Designated Persons and New Joinees:** The Company shall take following disclosures and confirmations:
- a. **Statement of holding in securities** of the Company from all Designated Persons **within 30 days from the end of each financial year on an annual basis** through the Digital Database Tool implemented by the company or physically in the format prescribed in **Annexure V**.
 - b. **Statement of holding in securities** of the Company from all new Joinees (joining as Designated Person) **within 30 days from the date of joining** through the Digital Database Tool implemented by the company or physically in the format prescribed in **Annexure VI**.
 - c. **The Company shall execute and obtain from its Designated Persons an undertaking to maintain confidentiality of UPSI** which are obtained by such persons while in employment of the Company through the Digital Database Tool implemented by the company or physically in the format prescribed in **Annexure III**.
 - d. Requisite confirmations / undertakings from all Designated Persons, which the Compliance Officer may decide from time to time, on a yearly basis ensuing compliance of SEBI (PIT) Regulations.

The Compliance Officer shall report the deviations from the compliances on yearly basis to the Audit Committee.

8. **Trading Window Closure:**

- 8.1. The Trading Window shall be closed by the Compliance Officer as may be decided by him/her prior to UPSI is published.
- 8.2. **Mandatory Trading Window Closure:** The Trading Window shall mandatorily be closed from the end of each quarter till 48 hours from the public announcement of the financial results.
- 8.3. **Board Meeting related Trading Window Closure:** The Trading Window shall remain closed from such date as specified or determined by the Compliance Officer after discussion with the Managing Director to consider:
 - Declaration of Dividends (interim and final);
 - Issue of securities by way of public/rights/bonus etc.;
 - Any major expansion plans;

- Amalgamation, mergers, takeovers and buy-back;
- Disposal of whole or substantially whole of the undertaking;
- Acquisition, de-merger, restructuring, scheme of arrangement, spin-off of divisions etc.;
- Consolidation / splitting of shares as prescribed under Section 61 of the Companies Act, 2013 or any amendments thereto, from time to time;
- Voluntary de-listing of shares by the company;
- Forfeiture of shares
- ADR/GDR or any other class of securities to be issued abroad
- Cancellation of dividend/right/bonus etc.
- Any Transaction or Event which may have any impact on the price if shares of the Company

8.4. Notional Trading Window Closure: In instances where a particular transaction is in initial preliminary stage and may not be disseminated to public at large before finalization of terms and conditions of the transaction. To ensure that no fraudulent dealing in securities takes place even at this stage, a Notional Trading Window may be created from time to time by the Compliance Officer for Designated Person(s) or class of Designated Person(s) or any insider who are directly or indirectly involved in the transaction.

“Notional Trading Window” means a temporary restriction on the trading during the period when the discussions pertaining to certain transactions which may have a material impact on the Company in future if taken finalized, are being made within the Company but formal decision for the same is yet to be taken.

8.5. The Compliance Officer shall intimate the closure of Trading Window and Notional Trading Window to all the concerned person(s) when he determines that a Designated Person(s) or class of Designated Person(s) or insiders can reasonably be expected to have possession of UPSI.

SECTION –XI: MONITORING & REVIEW OF THE INTERNAL CONTROL SYSTEM

1. The Compliance Officer with the approval of Managing Director shall appoint any person who shall evaluate the effectiveness of internal controls established by the Company in accordance with the policies and procedures of the code.
2. The appointed person shall review and prepare a report on existing internal controls established in the Company on an Annual basis and shall present it to the Compliance Officer and Audit Committee of the Company.
3. The Audit Committee based on the above mentioned report shall review the established internal control systems in the Company.

SECTION –XII: AMENDMENT OR TERMINATION OF THE CODE

1. In case there are any regulatory changes requiring modification to this policy, the same shall be reviewed and amended by Managing Director subject to approval of the Board of Directors. However, the amendment in the regulatory requirements shall be binding on the Company and shall prevail even if the same is not incorporated in this Policy.

2. The Code shall continue in effect unless terminated by the Board of Directors of the Company.

LIST OF UPSI

1.1 Corporate Restructuring

- a.** Acquisition(s) (including agreement to acquire),
- b.** Scheme of arrangement (amalgamation/ merger/ demerger/restructuring),
- c.** Sale or disposal of any unit(s), division(s) or Subsidiary of the Company,
- d.** Any other restructuring.

1.2 Issuance, forfeiture or buyback

- a.** Issuance or forfeiture of securities,
- b.** Re-issue of 10% of forfeited securities,
- c.** Split or consolidation of securities,
- d.** Buyback of securities,
- e.** Any restriction on transferability of securities
- f.** Any alteration in terms or structure of existing securities including forfeiture, reissue of forfeited securities, alteration of calls, redemption of securities etc.;
- g.** Issue of Securities held in reserve for future issue or the creation in any form or manner of new shares or securities or any other rights, privileges or benefits to subscribe to;

1.3 Credit Ratings

- a.** New Rating(s)
- b.** Revision in existing rating(s);

1.4 Dividend, Bonus etc.

- a.** Dividends and/or cash bonuses recommended or declared or the decision to pass any dividend;
- b.** Any cancellation of dividend;
- c.** Increase in capital by issue of bonus shares through capitalization

1.5 Alterations of capital,

1.6 Quarterly, Half yearly or yearly, audited or un-audited financial results.

1.7 Delisting of securities

- a. Decision on voluntary delisting by the Company from Stock Exchange(s).
- b. Order for compulsorily delisting of the Company from Stock Exchange(s).

1.8 Agreements

- a. Following agreements which impacts the management and control of the Company,
 - shareholder agreement(s),
 - joint venture agreement(s),
 - family settlement agreement(s)
- b. Following agreements which are binding and not in normal course of business,
 - Agreement(s)/treaty(ies)/contract(s) with media companies
 - Exclusive Purchase and Supply Agreement(s) for particular product and/or geographical location
 - Material revision(s) or amendment(s) and termination(s) of above mentioned agreements

1.9 Frauds/ Defaults etc by Promoters or Directors or KMP of the Company or by the Company (Only established Frauds and Defaults affecting the Company.);

1.10 Arrest of KMP or Promoters;

1.11 Frauds/Defaults etc by employees of the company provided the Fraud/Default affects the Company and amount exceeds Rs 1 crore (Only established Frauds and Defaults affecting the Company);

1.12 Change in directors, KMP and Auditors;

1.13 Winding-up petition filed by any party / creditors;

1.14 One time settlement with a bank;

1.15 Inter Creditor Agreement (“ICA”);

1.16 Default of interest / principal payments to scheduled Commercial Bank;

1.17 Proceedings of annual and extraordinary general meetings of the Company;

- 1.18 Commencement or any postponement in the date of commencement of commercial production or commercial operations of any unit/division** *(If the likely operations would exceed 10% of the turnover of the Company as per the latest Audited Annual Financial Statements);*
- 1.19 Change in the general character or nature of business** brought about by arrangements for strategic, technical, manufacturing, or marketing tie-up, adoption of new lines of business or closure of operations of any unit/division (entirety or piecemeal) *(If the likely change exceeds 10% of the turnover of the Company as per the latest Audited Annual Financial Statements);*
- 1.20 Capacity addition** *(If the capacity addition would results in increase of turnover by 25% as per the latest Audited Annual Financial Statements);*
- 1.21 Product launch** *(If the product launch impacts 15% or more of the turnover of Company as per the latest Audited Annual Financial Statements)*
- 1.22 Awarding, bagging/ receiving, amendment or termination of awarded/bagged orders/contracts not in the normal course of business** *(If the value order/ contract exceeds Rs 100 crores)*
- 1.23 Agreements (viz. loan agreement(s) (as a borrower) or any other agreement(s) which are binding and not in normal course of business) and revision(s) or amendment(s) or termination(s) thereof** *(If the value of such agreement loan agreement or any other agreement) for a minimum period of 5 years exceed 50% of the net worth of the Company as per last Audited Annual Accounts or Rs. 100 crores, whichever is higher)*
- 1.24 Disruption of operations of any one or more units or division of the Company due to natural calamity (earthquake, flood, fire etc.), force majeure or events such as strikes, lockouts etc.** *(If disruption of operations due to natural calamity - estimated impact of 10% or more of the production or the turnover (as per the latest audited financial statements) of the Company and In case of strike, lockout, etc - complete closure of the plant for continuous period of atleast 30 days);*
- 1.25 Effect(s) arising out of change in the regulatory framework applicable to the Company** *(If the likely impact of change exceeds 10% of the turnover of the Company as per the latest Audited Annual Financial Statements);*

- 1.26** Litigation(s) / dispute(s) / regulatory action(s) with impact (*If Outcome of single litigation/dispute determined by a Court of Law (not below High Court unless lower court's decision is not disputed) and regulatory action having an impact of not less than 10% of the turnover of the Company as per the latest audited financial statements.*).
- 1.27** Options to purchase securities including any ESOP/ESPS scheme (*If Grant of option exceeding 0.5% of the paid up share capital in a calendar year to a director/employee*);
- 1.28** Giving of guarantees or indemnity or becoming a surety for any third party (*If Any single guarantee/indemnity having an impact of 10% or more of turnover of the Company as per the latest audited financial statements*)
- 1.29** Granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals (*If the impact of 10% or more of turnover as per the latest audited financial statements*)
- 1.30** Substantial contracts in the ordinary course of business (*If the value of the contracts exceeds 30% of the turnover of the Company as per the latest Audited Annual Financial Statements*).

Form E

[Disclosure under Clause VIII of Code of Conduct for Regulating, Monitoring and Reporting of Trading by Insiders]

To,
The Compliance Officer
Everest Industries Limited

Dear Sir,

I hereby inform that:

1. The number of shares held by me as on 31st March, _____ are :
2. My PAN is _____
3. Particulars of my Demat Account(s) are as follows:

S.No.	Name of Depository Participant	DP ID & Client ID

4. Particulars of my immediate relatives* are:

S. No.	Name of the person	Relation with the designated person	PAN	Phone / mobile Number

*“immediate relative” shall mandatorily include spouse of the person, if any (whether financial dependant or not) and includes parent, sibling, and child of such person or of the spouse (if any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in securities)

5. Particulars of person(s) with whom I share material financial relationship** are:

S. No.	Name of the person	Relation with the designated person	PAN	Phone / mobile Number

**“material financial relationship” shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from designated person during the immediately preceding twelve months, equivalent to at least 25% of designated person’s annual income but shall exclude relationships in which the payment is based on arm’s length transactions .

6. Educational institutions from which I have graduated:

S. No.	Qualification	University/College	Year of completion

7. Name of the past employers (chronological order):

S. No.	Name of the past employers	Last position held

I hereby declare that the above details are true, correct and complete in all respects as on date of signing this disclosure.

Signature:

Name:

Designation:

Employee Id:

Date:

Place:

(for DPs & Employees)

CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

I [•] (name of Employee) Son of/ Daughter of Mr. [•] resident of [•] being associated with Everest Industries Limited (“the Company”) in the capacity of(Designation) hereby affirm and agree:

1. To undertake that, except for the discharge of my official duty, I shall not, at any time, directly or indirectly, copy (whether oral, written, graphic, electronic, or electromagnetic), disclose, communicate or divulge to any Person or Entity, or use for the benefit of any Person or Entity, any secret, confidential or proprietary knowledge or information with respect to the Company which is not generally available to the public.
2. That I shall be bound by all the provisions as applicable to an Insider in accordance with the SEBI (Prohibition of Insider Trading) Regulation, 2015 by virtue of access and possession of unpublished price sensitive information of the Company and shall not trade in securities of the Company directly or indirectly.
3. That I shall not, without need to know basis and without proper Authority, disclose such Confidential Information, in whole or in part, to any person / entity except wherein such communication is in furtherance of legitimate purposes, performance of my duties or discharge of legal obligations to any statutory authority or for any performance of mine in any of the project Engagement.
4. That I shall maintain confidentiality even in a social environment and maintain integrity considering possibility of inadvertent disclosure, particularly in circumstance involving long association with any business/professional associate or a close or immediate family member.
5. That I shall notify the Company, any gain of knowledge that any person has any unauthorized possession or has used the Confidential Information or materials containing Confidential Information for unauthorized means and further agrees to reasonably cooperate

with the company in any proceeding/s against such person/ entity with respect to the unauthorized usage of Confidential Information.

Signature

Name:

Designation:

Employee Code:

Place:

Date:

(For External Parties)

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This agreement (the “**Agreement**”) is entered on the __day of ____, 2019:

BY

Everest Industries Limited (“**Disclosing Party**”/ “**Company**”), a Company incorporated under the Indian Companies Act, 1913 and a Company within the meaning of the said term under the Companies Act, 2013, having its registered office at Gat No. 152, Lakhmapur, Taluka Dindori, Nashik, Maharashtra – 422202 and having its office at D 206, Sector 63, NOIDA - 201301 (UP);

AND

[•] (“**Receiving Party**”), a (Body Corporate/ Partnership Firm/ LLP/AOP/Proprietorship Firm/Individual) [registered under the Indian laws] and having its registered office/ Place of Business at [•],

The Disclosing Party and the Receiving Party (each, a “**Party**”, and collectively, the “**Parties**”) in order to protect the confidential information including information which may be ‘undisclosed price sensitive information’ (‘**UPSI**’) within the purview of the SEBI (Prohibition of Insider Trading) Regulations, 2015 desire to sign this Non- Disclosure Agreement and agree as follows:

1. The Disclosing Party has to unilaterally disclose and share certain confidential, technical and business information in order to obtain (mention nature of goods/work/services received) (‘**Engagement**’) from the Receiving Party by virtue of the engagement agreement signed among the Parties on _____ (‘**Engagement Agreement**’).
2. The Receiving Party acknowledges that the Disclosing Party may exchange or have already exchanged information which is secret, non-public or proprietary in nature (“**Confidential Information**”) including but not limited to UPSI, by virtue of and/or in the course of its Engagement of (supplier/lender/ analyst/consultant/auditor/agent etc).
3. The Receiving Party shall be bound by this Non Disclosure Agreement jointly & severally in its fiduciary capacity along with its authorized persons, employees or agents including persons acting under the supervision of the authorized persons (“**Representatives**”) who undertake & perform the engagement.
4. The Receiving Party is obligated to disclose to the Disclosing Party, a list and details of Representatives performing the Engagement at the time of signing of this Agreement in the manner provided under Annexure-A and such Representatives shall be deemed to be bound by the terms and conditions set forth in this Agreement. Any change in the list of such Representatives performing the Engagement shall be intimated to and a prior consent be

obtained from the Disclosing Party, through official mode of communication as provided in clause 15 which inter-alia include e-mail communication, for communicating the Confidential Information.

5. The Receiving Party is bound to maintain confidentiality in respect of all information received whether formally or informally or the access of which is obtained by it in relation to or under the course of its Engagement or by reason of frequent communication with the Company's Officers.
6. The Receiving Party shall use the Confidential Information solely in furtherance of the actual business relationship within the bounds of the Engagement Agreement and shall not use it in any way that is directly or indirectly detrimental to the Disclosing Party.
7. The Receiving Party acknowledges and agrees that it shall be bound by all the provisions as applicable to an Insider in accordance with the SEBI (Prohibition of Insider Trading) Regulation, 2015 by virtue of access and possession of price sensitive information of the Company and shall not trade in securities of the Company directly or indirectly.
8. The Confidential Information as disclosed to the Receiving Party for the purpose of engagement shall not, without the prior written consent of the Disclosing Party, disclose such Confidential Information, in whole or in part, to any person except wherein such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations of the Receiving Party to any statutory authority or any Representatives performing the Engagement as stipulated hereinabove.
9. The Receiving Party shall exercise the same degree of care in safeguarding the Confidential Information of the Disclosing Party that it would exercise for its own information of the same type provided that no less than reasonable care shall be used.
10. The Receiving Party and its Representatives shall maintain confidentiality even in a social environment and maintain integrity considering possibility of inadvertent disclosure, particularly in circumstance involving long association with any business/professional associate or a close or immediate family member of the Representatives.
11. Any Confidential Information imparted disclosed or acquired hereunder shall remain the property of the Disclosing Party or the originator of such Confidential Information and must be utilized for the limited purpose of discharge of responsibilities of the Receiving Party under the Engagement Agreement.
12. The Receiving Party shall notify the Disclosing Party immediately in the event, the Receiving Party gain knowledge that any person has any unauthorized possession or use the

Confidential Information or materials containing Confidential Information and further the Receiving Party agrees to reasonably cooperate the Disclosing Party in any proceeding/s against any third parties necessary to protect the Disclosing Party's rights with respect to the Confidential Information.

13. The conditions stipulated in this Agreement shall be applicable till expiration of Engagement Agreement and in case of UPSI, applies till the information becomes generally available to the public.
14. Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence the Confidential Information that was disclosed by virtue of the Engagement shall remain in effect indefinitely, but shall not affect the ability of the Receiving Party to make disclosure to the Government or authority or any other Person under the provisions of any applicable laws.
15. Notice under this Agreement shall be given in writing to the Parties at the address stated herein (or to such other address as it shall previously have notified in writing to the other)-

Disclosing Party

Authorised Person: _____

Facsimile Number: _____

Email Address: _____

Address: _____

Receiving Party

Authorised Person: _____

Facsimile Number: _____

Email Address: _____

Address: _____

Any change in the aforementioned details shall be communicated immediately in writing.

16. The Parties further agree that the terms and conditions of this Agreement and the existence thereof shall be kept confidential.
17. If any term or provision in this Agreement shall be held to be illegal, void or unenforceable, in whole or in part, such term or provision (or part thereof) shall to that extent be deemed not to form part of this Agreement, but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

18. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts at Delhi, India without regard to its conflict of law provisions. This Agreement shall be effective as of the date set forth below.

19. Remedies for Breach of Confidentiality:

The Receiving Party agrees & acknowledges that any disclosure of Confidential Information prohibited herein or any breach of the provisions herein including the provisions of SEBI (Prevention of Insider Trading) Regulations, 2015 or any other law as may applicable for time being in force shall stipulate legal & disciplinary action, penalty and claims including but not limited to:

- Damages for Negligence;
- Liability for Breach of Trust & Duty;
- Indemnification of the Wrongful Gain made and Losses caused to the company;
- Dismissal & Termination of Engagement Agreement without any claim for Compensation for loss;
- Non release of dues/fee/payments in relation to the engagement;
- Initiation of any commercial dispute;
- Recover costs and fee, including attorney’s fees incurred in obtaining any such relief;
- Any other relief as may be available under the applicable laws.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized persons, have executed and delivered this Agreement.

DISCLOSING PARTY	RECEIVING PARTY
<p>For and on behalf of Everest Industries Limited</p> <p>By : [•] Title : [•] PAN : [•] Address : [•]</p> <p>Date: [•] Place: [•]</p>	<p>For and on behalf of [•]</p> <p>By : [•] Title : [•] PAN : [•] Address : [•]</p> <p>Date: [•] Place: [•]</p>

Annexure A

Name of Receiving Party (Organization)	Status	PAN	Address	Contact No.	Email Id
	Body Corporate/ Partnership Firm/ LLP/AOP/Proprietorship Firm/Individual				
Name of Representatives	Designation	PAN	Address	Contact No.	

Annual Disclosure from Designated Person and their Immediate Relative(s) as mentioned in Section XI under the Everest Industries Code of Internal Control Policies and Procedures for Prevention of Insider Trading

Date:

To
The Compliance Officer
Everest Industries Limited

Dear Sir,

Sub: Periodic statement of my holding and my immediate relatives' holding in the Company

In terms of the requirement of **Everest Industries Code of Internal Control Policies and Procedures for Prevention of Insider Trading** (“the Code”) for periodic disclosure, giving below the details of my holding and my Immediate Relative(s) holding:

Name, PAN No. & Address of Designated person and Immediate Relative(s)	Relation	No. of Securities held as on April 01, 20.....	No. of securities bought during the year ended March 31, 20.....	No. of Securities sold during the year ended March 31, 20.....	No. of Securities held as on March 31, 20.....	Folio No./ Client ID/ DP ID
Self and Spouse						
	Self					
	Spouse					
Immediate Relatives <i>(To be filled if applicable or mention NA)</i>						

- ✓ I confirm that I / my immediate relative(s) have read and understood the purport of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Code.
- ✓ I confirm that I have not entered into contra trade during the preceding six months prior to any transactions.
- ✓ I hereby declare that the above details are true, correct and complete in all respects.

Thanking You,

 (Name of the Designated Person)
 (Designation)
 (Department)
 (Employee Code)

Name of the Company:

ISIN of the Company:

Details of Securities held by Designated Person as mentioned in Section XI of Everest Industries Code of Internal Control Policies and Procedures for Prevention of Insider Trading

Name, PAN, CIN/DIN & Address with contact nos.	Category of Person (Promoters/ KMP / Directors/ immediate relative / others etc.)	Date of becoming Designated Person	Securities held at the time of becoming Designated Person		% of shareholding
			Type of security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	5	6	7

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 of the company held by Designated Person as mentioned in Section IX (b) of Everest Industries Code of Internal Control Policies and Procedures for Prevention of Insider Trading

Open Interest of the Future contracts held at the time of becoming Designated Person			Open Interest of the Option Contracts held at the time of becoming Designated Person		
Contract Specifications	Number of units (contracts* lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts* lot size)	Notional value in Rupee terms
7	8	9	10	11	12

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

Signature:

Name

Designation:

Employee Code:

Place:

Date:

