S J Logistics (India) Limited

Code of Conduct for Prohibition of Insider Trading

Version	Effective Date	Review Date	Prepared By	Reviewed By	Approved By
1.0	September 02, 2023	September 02, 2023	Secretarial Team	Jeet Shah, Director	Board of Directors
2.0	June 11, 2026	June 11, 2026	Secretarial Team	Jeet Shah, Director	Board of Directors

Limitation and Amendments:

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

In the event of any conflict between the provisions of this Policy and of the Act or SEBI Regulations or any other statutory enactments, rules, the provisions of such Act or Listing Regulations or statutory enactments, rules shall prevail over and automatically be applicable to this Policy and the relevant provisions of the Policy would be amended/modified in due course to make it consistent with the law.

CONTENT

1. INTRODUCTION

S J Logistics (India) Limited (the "**Company**") has adopted the Insider Trading Rules, 2023 (the "**Rules**") in accordance with the Companies Act, 2013, the SEBI (Prohibition of Insider Trading) Regulations, 2015, the SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, and Applicable Law. This Policy is designed to ensure fair Trading practices, prevent the misuse of Unpublished Price Sensitive Information and promote compliance with regulatory requirements.

2. DEFINITION:

a. **"Act"** means the Companies Act, 2013, together with the rules notified there under, including any statutory modifications or re-enactments thereof for the time being in force.

b. "**Applicable Laws**" means any other relevant laws, circulars, regulations, rule as may be amended from time to time.

c. **"Audit Committee" or "Committee"** means the Committee constituted by the Board of Directors of the Company.

d. **"Board of Directors" or "Board"** means the collective body of the directors of the Company.

e. **"Chief Financial Officer" or "CFO"** means is a senior executive who manages a company's finances and is responsible for its financial health.

f. **"Chief Investor Relations officer"** means the Chief Financial Officer and in the absence, Company Secretary of the Company for the purpose of these Rules.

g. **"Company Secretary"** means is a senior professional who ensures Company complies with laws, regulations, and ethical standards

h. **"Compliance Officer"** means the Compliance Officer appointed under Clause 6 of this Rules.

i. **"Connected Person"** means any person who is or has during the 6 (six) months prior to the concerned Regulation been associated with the Company, directly or indirectly, in any capacity including the following, that allows such person, directly or indirectly, to access to unpublished price sensitive information or is reasonably expected to allow such access:

   a. by reason of frequent communication with its officers; or
   b. by being in any contractual, fiduciary or employment relationship; or
   c. by being a Director, officer or an Employee of the Company; or
   d. holds any position including a professional or business relationship between himself and the Company whether temporary or permanent.

j. **"Contra Trade"** means when a Designated Person pre-clears for buying shares of the Company, he cannot enter into a sale of Securities of the Company for a period of 6 months from the date of execution of buy order and vice-versa.

k. **"Deemed to be a Connected Person"** means the persons falling within the following categories shall be deemed to be Connected Person unless the contrary is established:

e. an immediate relative of Connected Person.
f. a holding company or associate company or subsidiary company or
g. an intermediary as specified in section 12 of the SEBI Act or an Employee or Director thereof or
h. an investment company, trustee company, asset management company or an Employee or Director thereof or
i. an official of a stock exchange or of clearing house or corporation or
j. 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
k. 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
l. an official or an Employee of a self-regulatory organization recognised or authorized by the Board or
m. a banker of the company or
n. a concern, firm, trust, Hindu undivided family, company or association of persons wherein a Director of a company or his immediate relative or banker of the company, has more than ten per cent. of the holding or interest.

l. **"Designated Persons(s)" or "DP"** shall mean:

i. Promoters, Directors & Key Managerial Personnel of the Company;

ii. Employees in senior management;

iii. All Employees working in Secretarial, Legal, Investor Relations, Strategy MCA, Finance and IT department of the Company;

iv. Executive Secretaries / Assistant to the Directors, Promoters of the Company;

v. Permanent invitee(s) to the Board and/or Committee Meetings of the Company;

vi. Directors, CEO and Senior Management Employees (two-level below CEO) of holding and material subsidiary of the Company;

vii. Such other Employees/persons as may be designated by the Board or the Committee or the Compliance Officer of the Company from time to time, to whom these Trading restrictions shall be applicable, keeping in mind the objectives of these Rules.

viii. Any other department or person as may be determined by the Compliance Officer as likely to be in possession of UPSI.

Note: All the obligations/responsibilities with respect to Immediate Relatives shall devolve upon persons specified in (i) to (viii) above.

m. **"Digital Database"** means a platform maintained in the electronic form to store such information as per provisions of the Regulations;

n. **"Director"** means a member of the Board of Directors of the Company**;**

o. **"Employee"** means every employee of the Company including the Directors in the employment of the Company.

p. **"Immediate Relative"** means:

i. A spouse of a person; and
ii. child, parent and sibling of such person or of the spouse, any of whom is either dependent financially on such person or consults such person in taking decisions relating to Trading in Securities.

Note: *It is hereby clarified that "Spouse" of a person will be considered immediate relative irrespective of whether he/she is financially dependent or consults such person in taking decisions relating to Trading in Securities*

q. **"Insider"** means any person who is:
a. a Connected Person or
b. in possession of or having access to unpublished price sensitive information.

r. "**Investor Protection and Education Fund " or "IPEF"** promotes investor awareness and safeguards investors' interests

s. **"Rules"** shall mean the Insider Trading Rules, 2023, framed herewith.

t. "**Key Managerial Person**" or **"KMP"** means any personnel defined in section 2(51) of the Companies Act, 2013;

u. **"Legitimate Purpose"** means and includes sharing of UPSI with any internal / external stakeholders in the course of business and as further set out in the Rules;

v. **"Promoter"** or **"Promoter Group"** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 including any modification thereof;

w. **"SEBI Regulations" or "Regulations"** mean SEBI (Prohibition of Insider Trading) Regulations, 2015 together with the circulars issued thereunder, including any statutory modifications or re-enactments thereof for the time being in force.

x. "**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;

y. **"SEBI Act**" means the Securities & Exchange Board of India Act, 1992.

z. **"Takeover Regulations"** means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;

aa. "**Trading**" or **"Trading in Securities"** means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any Securities, and "trade" shall be construed accordingly;

bb. **"Trading Day"** means a day on which the recognized stock exchange are open for Trading;

Note - 1: Trading would include:

i. Pledging of the Securities of the Company including revocation/invocation of the pledge
ii. a gratuitous transfer of any Securities of the Company;
iii. Trading in the Securities of the Company through a portfolio management account whether discretionary or otherwise and based on the investment advice rendered by any other investment advisor.

Note – 2: Trading would however not include dealing in Mutual Funds

cc. **"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, which ordinarily including but not restricted to, the information relating to the following: -

a. financial results;
b. dividends;
c. change in capital structure;
d. corporate actions like mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions and
e. changes in key managerial personnel.

All terms defined herein shall have the same meaning whether used in the singular or plural form, unless the context clearly requires otherwise.

3. PURPOSE:

3.1 Insider Trading refers to Trading in the Company's Securities while in possession of Unpublished Price Sensitive Information and includes the improper procurement or communication of UPSI, except for Legitimate Purposes, performance of duties, or legal obligations ("**Insider Trading**").

3.2 These Rules aim to:

a. Prohibit the communication of UPSI except for Legitimate Purposes;
b. Prohibit Trading in the Company's Securities while in possession of UPSI;
c. Ensure disclosure of Trading by Insiders;
d. Facilitate fair and timely disclosure of UPSI;
e. Enable inquiry/investigation in case of violations; and
f. Enforce disciplinary or corrective actions when required.

4. RESTRICTION ON COMMUNICATION AND TRADING BY INSIDERS

4.1 Restriction on Communication or procurement of UPSI

a. No Insider shall communicate, provide, or allow access to any UPSI, relating to the Company or its Securities listed or proposed to be listed, to any person including other Insiders except where such communication is in furtherance of Legitimate Purposes, performance of duties or discharge of legal obligations.

b. No person shall procure from or cause the communication by any Insider of UPSI, relating to the Company or its Securities listed or proposed to be listed, except in furtherance of Legitimate Purposes, performance of duties or discharge of legal obligations.

c. A policy for determination of Legitimate Purpose is covered at Rule no. 7 under the "Code of fair disclosure and conduct" of these Rules

Note: Any person in receipt of UPSI pursuant to a 'Legitimate Purpose' shall be considered an 'Insider' for purposes of these Rules and due notice must be given to such persons to maintain confidentiality of such UPSI.

d. Insiders shall maintain confidentiality of UPSI and should handle it with care and deal with the UPSI when transacting their business on a "need to know" basis.

Note: "need to know" basis means the disclosure of UPSI only to those within or outside the Company who need the information to discharge their duty and whose possession of such information will not, in any manner, give rise to a conflict of interest or likelihood of the misuse of the information.

e. UPSI may be communicated, provided, allowed access to or procured, in connection with a transaction that would:

   i. entail an obligation to make an open offer under the Takeover Regulations where the Board is of informed opinion that the sharing of such UPSI is in the best interests of the Company;

   ii. not attract the obligation to make an open offer under the Takeover Regulations but where the Board is of informed opinion that the sharing of such UPSI is in the best interests of the Company and the information that constitutes 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 to be adequate and fair to cover all relevant and material facts to rule out any information asymmetry in the market.

f. For purposes of above stated clause 4.1 (d), the Board shall require the parties 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 purpose of Clause 4.1 (d), and shall not otherwise trade in Securities of the company when in possession of UPSI.

4.2 Prohibition on Trading While in Possession of UPSI

a. No Insider shall trade in the Securities of the Company listed or proposed to be listed when in possession of UPSI.

b. Any trade by an Insider while in possession of UPSI shall be presumed to have been motivated by the knowledge and awareness of the information of such UPSI.

c. Trading in the Securities of other companies:

d. While discharging their role, Employees may become aware of any UPSI relating to the Company's clients, Service providers or joint ventures. Such Employees shall not deal in the Securities of such client, service providers or joint venture companies if they possess any UPSI in relation to that other company.

4.3 Prohibition on Trading while closure of Trading Window.

a. Trading Window is a designated period during which insiders, including directors, Employees, and other Connected persons, are permitted to trade in the Company's Securities ("**Trading Window**"). Designated Persons shall not deal in the Securities of the Company during the closure of Trading Window.

b. A transaction undertaken where the Designated Person is in possession of UPSI may be defensible if the Designated Person demonstrates that the transaction was:

i. off-market inter-se transfer between Insiders who are in possession of the same UPSI without being in breach of these Rules or SEBI Regulations and both the parties have made a conscious and informed trade decision.

Provided further that such off-market trades shall be reported by the Insiders to the Company within 2 (two) working days. The Company shall notify the particulars of such trades to the stock exchange within 2 (two) Trading days from receipt of the disclosure or from becoming aware of such information;

ii. transaction carried out through the block deal window mechanism between persons who are in possession of the UPSI without being in breach of these Rules and the SEBI Regulations and both the parties have made a conscious and informed trade decision;

Provided that such UPSI set out in 4.3.b.i and 4.3.b.ii is not obtained by either person under Rule 4.1.e of these Rules;

Provided that the transaction set out in 4.3.b.i and 4.3.b.ii shall nevertheless, be subject to restriction of Contra Trade under 4.5.

iii. transaction carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction;

iv. transaction undertaken pursuant to the exercise of stock options issued by the Company;

4.4 Pre-Clearance of Trades

1) **Procedure for pre-clearance of Trades**:

All Designated Persons who intend to trade in the Securities of the Company and the cumulative Trading, whether in one transaction or a series of transactions in any financial year exceeds Rs. 10,00,000/- (Rupees Ten Lakhs Only) (market value), should seek pre-clearance for such transactions. These transactions shall take place only in period other than the restricted/ shut period.

Procedure for pre-clearance of Trade:

a. An “Application for pre-clearance” shall have to be made, enclosed in Annexure - 1, to the Compliance Officer, along with;
b. an Undertaking, enclosed in Annexure - 2.

The Compliance Officer shall seek declarations, prior to approving any trades, to the effect that the applicant for pre-clearance is not in possession of any UPSI.

No Designated Person shall apply for pre-clearance of any proposed trade if he is in possession of UPSI even if the Trading Window is open.

2) Approval by Compliance Officer:

a. All requests for approval shall be sent to the Compliance Officer of the Company and the Compliance Officer is obliged to respond within 3 (three) working day from the receipt of request for approval. In the absence of any response from the Compliance Officer within 3 (three) working day, the person concerned can proceed with the transaction. However, the requirement of reporting transaction to the Compliance Officer remains.

b. It must be understood that the pre-clearance is one of the safeguards for avoiding Insider Trading. However, any transaction which fulfils the attributes of Insider Trading even after pre-clearance will not absolve the Designated Person from such liability, nor will make the Company party to such Insider Trading.

3) Execution of Transaction for which pre-clearance has been sought

The Designated Person of the Company shall execute the transaction for which pre-clearance has been sought within 7 (seven) Trading days after the approval of pre- clearance (both days inclusive). If the transaction is not executed within 7 (seven) Trading days after the approval is given, the concerned Designated Person must get the transaction pre-cleared again enclosed in Annexure - 4.

4.5 Contra Trade Transaction

a. No Designated Person including their immediate relative shall undertake Contra Trade i.e. enter into an opposite transaction during the next 6 (six) months following the prior transaction.

b. However, the restriction on contra transaction shall not apply to:

   i. Exercise of the Stock Options under the Company's Employee Stock Ownership Plan ("**ESOP**").
   ii. Sale of shares acquired under the Company's ESOP, provided that Designated Person is not in possession of UPSI at the time of sale.
   iii. Buy- back offers, open offers, exit offers, rights issues, follow-on public offers, bonus, etc. of the Company or arising out of Legitimate Purpose of the Company.

c. The Compliance Officer, or in the case of a transaction by the Compliance Officer, the Committee, as the case may be, is empowered to grant relaxation from the strict application of the minimum holding period, for reasons to be recorded in writing in this regard, based on an application made by the Designated Person, provided such waiver does not violate the SEBI Regulations.

d. The Designated Person shall apply in Annexure-5 to the Compliance Officer for above relaxation. The Compliance Officer may take necessary undertakings and declarations and seek appropriate information as he deems necessary from the Designated Person before granting the relaxation.

e. In case a Contra Trade is executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the Applicable Law.

f. Designated Persons shall not take positions in derivative transactions in the Securities of the Company at any time.

5. TRADING PLAN

5.1 The SEBI Regulations envisages the concept of formulation of a Trading Plan whereby Insiders, who may be perpetually in possession of UPSI, can plan for trades to be executed in the future in pursuance of a pre-determined Trading Plan ("**Trading Plan**") and thus enable them to trade in Securities in a compliant manner in accordance with the SEBI Regulations.

5.2 Formulation of Trading Plan:

An Insider shall formulate the Trading Plan subject to compliance with the following provisions:

a. Commencement of Trading under the Trading Plan shall take place only after 6 (six) months from public disclosure of the Trading Plan.
b. There shall be no Trading in the Securities of the Company between the period beginning 20th (twentieth) Trading days before the last day of any financial period and second Trading day after disclosure of such Financial Results.
c. The Trading Plan shall be for a minimum period of 12 (twelve) months.
d. There shall be no overlap with any period for which another Trading Plan is in place.
e. Trading Plan should not entail Trading in Securities for market abuse.

5.3 The Compliance Officer shall consider the Trading Plan made as above and shall approve it forthwith. However, he shall be entitled to take express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan as per provisions of the Regulations.

6. COMPLIANCE OFFICER

6.1 Compliance Officer shall mean the Company Secretary of Company, or such other person as may be designated specifically by the Board to act as Compliance Officer for the purpose of the Regulations and this Rules.

6.2 The Board shall nominate CFO or any other person in the Company to act as Compliance Officer for the purpose of this Rules during absence of Company Secretary.

6.3 Role of Compliance Officer:

In addition to the duties provided under the SEBI Regulations and the Rules, the Compliance Officer shall have the following duties/powers:

a. The Compliance Officer shall report to the Board and to the chairman of the Committee at such frequency as may be required by the Board.

b. The Compliance Officer shall promptly bring to the notice of the Committee any instances of violation under the Rules.

c. The Compliance Officer shall place before the Committee an update on a quarterly basis capturing details of Trading in the Securities by Designated Persons.

d. The Compliance Officer shall maintain all records under these Rules and the SEBI Regulations for a minimum period of 5 (five) years.

e. The Compliance Officer shall notify the stock exchange within 2 (two) Trading days of receipt of disclosure or becoming aware of any Trading in the Securities of the Company by any Designated Person(s) in excess of the thresholds prescribed.

f. The Compliance Officer shall assist all Employees in addressing any clarifications regarding SEBI Regulations and these Rules.

g. The Compliance Officer shall ensure that Trading Window closure is intimated to all Designated Person(s) at least 24 hours before the commencement of the said period.

h. The Compliance Officer shall promptly inform SEBI or such other authority as designated by SEBI, of any instances of violation of the SEBI Regulations.

7. CODE OF FAIR DISCLOSURE AND CONDUCT

7.1 Disclosure Of UPSI

a. Disclosure/dissemination of any UPSI shall, unless otherwise stated under the SEBI Regulations, be done promptly by the following persons (hereinafter individually referred to as "**Authorized Person**"), to the stock exchange and posted on the website of the Company and/or otherwise be made generally available:

   i. Compliance Officer; or

ii. Chief Investor Relations Officer (CIRO); or
iii. Such person as may be authorized by Compliance Officer or the Committee to discharge the duties in this regard.

b. The Authorized Person shall ensure prompt public disclosure of UPSI that would impact price discovery no sooner than credible and concrete information comes into being in order to make such information generally available.

c. The Authorized Person shall ensure uniform and universal dissemination / disclosure so as to avoid selective disclosure.

d. No UPSI shall be shared with any person unless the information is made generally available i.e., only public information can be shared.

7.2 Procedure for responding to any queries on News Reports/Requests for Verification of Market Rumours by regulatory authorities

a. The Company shall maintain a practice of not commenting on market rumors except when requested by regulatory authorities to verify such rumors. Company may ignore speculative reports that appear in the press or in the electronic media.

b. However, if the situation so demands, public relations, Compliance Officer or any other Authorized Person by the Company may respond to queries on news reports and/or market rumors, in consultation with the MD/ CEO/ CFO / CIRO, and disseminate it to the stock exchange and external agencies, as required.

7.3 Dealing With Analysts/Institutional Investors/Media:

a. Only the following persons are authorised to attend a meeting or interact with analysts/researchers, institutional and other investors or the media or any investor relations conference, on behalf of the Company:

i. Any members of the Committee
ii. Compliance Officer with the permission of members of the Committee.

b. Such interactions must be limited to publicly available information. No UPSI shall be disclosed. If any UPSI is inadvertently shared, the responsible person must immediately inform the Authorized Person, who will ensure simultaneous public disclosure.

c. If any UPSI is accidentally disclosed, the person responsible may immediately inform the Authorized Person of the same. Such UPSI shared with the analysts/researchers, etc. shall be simultaneously made generally available in consultation with the Authorized Person.

d. Meetings or discussions should ideally be recorded or documented through transcripts or other suitable means.

e. If price-sensitive questions arise unexpectedly, they should be noted, and a response should be provided only after consulting the Authorized Person.

f. The Authorized Person may issue a press release, transcript, or update the Company's website after such meetings. Any disclosed UPSI must also be shared with the stock exchange.

7.4 Policy for Determination of Legitimate Purpose

a. Determination of Legitimate Purpose

i. For the purpose of these Rules and the SEBI Regulations, sharing of UPSI in furtherance of Legitimate Purpose shall include sharing of UPSI in the ordinary course of business of the Company by an Insider with the following (including but not limited to), provided that such sharing has not been carried out to evade or circumvent the prohibitions of these Rules or the SEBI Regulations

ii. Further, the Employee must ensure that sharing of information is necessary for Legitimate Purposes and to carry out their legitimate duties and in proper discharge of their responsibility. Notwithstanding the foregoing, no UPSI may be shared to evade or circumvent the prohibitions of the Regulations.

b. Notice or Confidentiality / Non-Disclosure Agreement

i. Any person in receipt of UPSI in furtherance of a Legitimate Purpose shall be considered as an Insider for the purpose of these Rules and the Regulations

ii. The Designated Persons and Employees, sharing UPSI in furtherance of Legitimate Purposes, shall issue a due notice or enter into a confidentiality / non-disclosure agreement with such Insider to maintain confidentiality of the UPSI in compliance with these Rules and the SEBI Regulations.

c. Digital Database of Recipients of UPSI

i. The Designated Persons and Employees, sharing UPSI in furtherance of Legitimate Purposes, shall inform to the Compliance Officer, nature of the UPSI shared, the Name and Permanent Account Number or such other identifier authorized by law or such other details, as may be required, of such persons or entities with whom UPSI is shared under these Rules.

ii. The details so obtained shall be maintained in a Digital Database with adequate internal controls and checks, such as time stamping, audit trails, etc. to ensure non-tampering of the database.

iii. The Digital Database so maintained shall be preserved for a period of not less than 8 (eight) years after completion of the relevant transaction or for such specific period as may be specified by SEBI in case of proceedings, if any.

iv. Notwithstanding point (iii.), in the event of receipt of any information SEBI regarding any investigation or enforcement proceedings, the relevant information in the structured Digital Database shall be preserved till the completion of such proceedings.

d. Roles and Responsibilities of Nodal Officer

CFO will be Nodal Officer of the Company for UPSI Sharing, who inter-alia shall be responsible for;

i. To share UPSI for Legitimate Purpose and on need-to-know basis;

ii. To ensure Compliance with the Insider Trading Policy;

iii. To make entries in the Digital Database;

iv. To ensure the confidentiality of the UPSI;

v. To consider Measures adopted for maintaining the confidentiality of UPSI;

vi. To review on quarterly basis effectiveness of internal controls from time to time and report to the Audit Committee;

vii. To execute agreements to contract confidentiality and non-disclosure obligations.

8. CHINESE WALL PROCEDURES

8.1 To prevent the misuse of UPSI, the Company will endeavor to separate those departments which routinely have access to UPSI, considered (“**Inside Areas**”) from those departments which are considered (“**Public Areas**”). Within Inside Areas, the information shall be shared only on ‘need-to-know’ basis. Any person, who needs access to Inside Areas shall first seek a prior approval of his departmental head and also give reasons for seeking entry into the Inside Areas. Any information shared for Legitimate Purpose as defined in the Rule shall not be construed as “**Crossing The Wall**” under this Rule.

8.2 Files containing UPSI shall be kept secure under lock and key. Computer files must have adequate security of login and password etc. All Designated Persons must follow the guidelines for maintenance of electronic records and systems as may be prescribed by the Compliance Officer from time-to-time in consultation with the person in charge of the information technology function.

9. DISCLOSURES

9.1 Initial Disclosure

Every individual upon being appointed as a Designated Person of the Company, shall disclose their holdings of Securities of the Company, as well as those of their Immediate Relatives, as on the date of appointment, this disclosure shall be submitted to the Company within 7 (Seven) days of such appointment as Designated Person in the enclosed Form B (**Annexure 6**).

9.2 Continual Disclosure

a. Every Designated Person shall affirm to the Compliance Officer, the details given by him as per 9.1 on an annual basis or if there any change in the details provided earlier within 30 (thirty) days after the close of the financial year.

b. Every Designated Person shall inform the Compliance Officer of any change in the details given by him stated above under clause 9.1 or 9.2 (ii) within 30 (thirty) days of such change.

For avoidance of doubt, it is clarified that the disclosure obligation as mentioned above is in addition to the pre-clearance obligation and disclosure requirement.

9.3 Ad-hoc Disclosure:

a. The Company may at its own discretion require any other Connected Persons class of Connected Persons to make disclosures of holdings and Trading in Securities of the Company in such Form and at such frequency as may be determined by the Company to monitor compliance with this Rules and the Regulations.

b. The Designated Person who is leaving the organization will be required to execute the undertaking as provided in Annexure - 7.

c. The disclosures made hereunder shall be maintained by the Company, for a minimum period of 5 (five) years, in such form as may be specified.

d. The disclosures to be made by any person under Clause 9 shall include those relating to Trading by such person’s Immediate Relatives, and by any other person for whom such person takes Trading decisions.

10. REPORTING

10.1 The following persons shall report to specified authorities at the frequencies stated below:

Role/ Responsibility	Reporting person	Reporting Authority	Frequency
Results of Enquiries of Leak/ Suspected Leak of UPSI	Audit Committee	Board of Directors	Quarterly
Compliance of the Regulations	Audit Committee	Board of Directors	Annually
Compliance with the requirements of maintenance of Digital Database	Nodal officer/ Compliance Officer	Audit Committee	Annually
Adequacy and Effectiveness of Internal Control Compliance of the Regulations	External Auditor appointed by the Compliance Officer under the supervision of the Audit Committee	Audit Committee	Annually

10.2 To this purpose the Reporting authority / person is authorized to seek such additional information from the Designated Persons, Nodal Officers and Insiders as may be required to submit its report to respective authorities.

10.3 Reporting of Violation of the Rules / SEBI Regulations:

All instances of violation of the SEBI Regulations shall be promptly reported to the stock exchange or such other authority in such a manner as may be prescribed by SEBI from time to time.

11. PENALTY FOR CONTRAVENTION

A Designated Person who is guilty of violation of these Rules shall attract disciplinary action by the Company as given herein below.

a. Penal/disciplinary actions to be taken by the Company:

Categories of Non-compliances		Penal/ Disciplinary Actions that may be taken by the Committee
A]	**Substantive Non-Compliances:**	
1.	Trading during Window closure	Such penalty as decided by the Committee, based on the circumstances of each case
2.	Trading on the basis of UPSI	
3.	Contra Trade/ Derivative Transactions	
4.	Making recommendations directly or indirectly on the basis of UPSI	
5.	Communication of UPSI in violation of these Rules or the SEBI Regulations.	
6.	Trading without seeking pre-clearance of trades	
7.	Any other Non – Compliances (e.g., Sharing of UPSI without issuing due notice or a due notice or enter into a confidentiality agreement, Delay in filing of Initial/continual disclosures etc.)	
B]	**Procedural Non-Compliances:**	
	Delayed reporting of transactions required to be reported.	Warning Notice for the first instance of non-compliance. For every repeated act – a fine up to Rs. 5,000

b. In addition to the above penalties/actions, the member who violates these Rules, shall be liable for such other disciplinary action by the Company which may include salary freeze, suspension, ineligibility for future participation in ESOP, stock appreciation rights, etc.

c. The above actions of Company will be without prejudice to any civil or criminal action that the regulatory authorities may initiate against such the defaulting person.

d. All non-compliances shall be reported by the Compliance Officer to the Committee promptly once an action is implemented by the Company and before reporting the violation externally as required under the SEBI Regulations. The decision of the Committee shall be final and binding on the defaulting member.

e. Any amount collected by the Company under this clause shall be remitted to SEBI for credit to the Investor Protection and Education Fund administered by the Board under the SEBI Act.

f. Action by Statutory Authorities:

In the event of violation of the Companies Act, 2013 or the SEBI Regulations, no penalty levied, or other action taken by the Company will preclude the SEBI or other appropriate authority(ies) from taking action under the relevant legislations / regulations.

12. POLICY AND PROCEDURE FOR INQUIRY IN CASE OF LEAK OF UPSI OR SUSPECTED LEAK OF UPSI

Any person may report / address a complaint (hereinafter called as "**Complainant**"), pertaining to any instance of actual or suspected leak of UPSI relating to the Company, to the Committee.

12.1 On receipt of a complaint, the Committee shall take cognizance of the same and promptly nominate an Investigation Team ("**Team**") as it may deem fit, to conduct a preliminary inquiry pertaining to instance of actual leak/ suspected leak of UPSI as reported in the complaint. The Committee may also engage an external investigator / advisor to assist / conduct an inquiry.

12.2 Within 1 (one) week of completion of the preliminary inquiry, the Team shall submit its report to the Committee containing details of the alleged leak/ suspected leak and whether such complaint is prima facie genuine or frivolous.

12.3 Based on the findings of the preliminary inquiry, if the Committee has a reason to believe that there is an actual leak or a suspected leak of UPSI. The Committee shall proceed with the final inquiry by directing the Team and/ or the external agency, as the case may be, to conduct the same.

12.4 Within 1 (one) week of the completion of the final inquiry, the Team/ external agency shall submit its report to the Committee containing its final findings regarding the reported complaint.

12.5 Within 1 (one) week of submission of the report by the Team/ external agency on its findings of the final inquiry, the Committee based on such findings, may take appropriate disciplinary/remedial/penalty actions and the action so taken by Committee shall be final and binding.

12.6 The Committee shall, on a quarterly basis, submit a report on the action taken by it to the Board and the Board shall ratify such actions. However, the Board shall reserve the right to revise the penalty levied and/or action taken by Committee and the decision of the Board shall be final and binding.

12.7 The Compliance Officer shall promptly inform the SEBI regarding the actual or suspected leak of UPSI, inquiry / investigation conducted thereon and results thereof.

13. LIMITATIONS AND AMENDMENTS:

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

13.2 In the event of any conflict between the provisions of this Rule and of the Act or SEBI Regulations or Applicable Laws, the latter shall prevail and automatically apply to this Rule. The relevant provisions of the Rule will be amended or modified as needed to ensure consistency with the law.

Note:

The Board of Directors (the "Board") at its Meeting held on 02nd September 2023 approved the policy and is effective from 02nd September 2023.

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S J Logistics (India) Limited

Annexure - 1

Format of Application for Pre- Dealing in Securities

Date: __/__/__
To
The Compliance Officer,
S J Logistics (India) Limited.

Subject: Pre-clearance application for dealing I Securities of the Company
Dear Sir / Madam,
Pursuant to the SEBI (prohibition of Insider Trading) Regulations, 2015 and the Company's Insider Trading Rules for Prevention of Insider Trading, I seek approval as per below with form of Undertaking signed by me:

Sr No.	Particulars	Details
1.	Name of the applicant with Designation	
2.	Address	
3.	Whether has any access to any price sensitive information, as per SEBI (Prohibition of Insider Trading Regulation), 2015	
4.	Number of Securities held as on date	
5.	Folio No. / DP ID / Client ID No.	
6.	Proposal is for ☐ Purchase of Securities ☐ Sale of Securities ☐ Subscription of Securities	
7.	Proposed date of dealing in Securities	
8.	Estimated number of Securities proposed to be acquired / subscribed / sold	
9.	Current Market Price (As on date of Application)	
10.	Whether the proposed transaction will be through stock exchange or off-market deal	

Yours faithfully,
(Signature of Designated Person)

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Annexure – 2

Format of Undertaking to be attached with Application for Pre Clearance

Date: __/__/__
To,
The Compliance Officer,
S J Logistics (India) Limited.

I, _____of the Company residing _______________, am desirous of dealing in ___shares 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 Insider Trading Rules 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 "Price Sensitive Information" as defined in the rules, 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 Rules as notified by the Company from time to time

In the event of this transaction being in violation of the Rules or the applicable laws,

- **a.** I will, unconditionally, release, hold harmless and indemnify to the fullest extent, the Company and its Directors and officers, (the 'indemnified persons') for all losses, damages, fines, expenses, suffered by the indemnified persons.
- **b.** I will compensate the indemnified persons for all expenses incurred in any investigation, defense, crisis management or public relations activity in relation to this transaction and (c) I authorize the Company to recover from me, the profits arising from this transaction and remit the same to the SEBI for credit of the Investor Protection and Education Fund administered by the SEBI

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

If approval is granted, I shall execute the trade within 7 Trading days of the receipt of approval failing which I shall seek pre-clearance afresh. I undertake that I shall not execute a Contra Trade as regulated by SEBI within 6 months of dealing in Securities pursuant to the pre-clearance referred to in this undertaking.

I declare that I have made full and true disclosure in the matter.
Yours faithfully,
(Signature of Designated Person)

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Annexure - 3

Format for Approval of Pre-Clearance Application

To,
__________________(Name)
__________________(Designation)
__________________(Place)
__________________(Date)

This is to inform you that your request for dealing in ________________________shares of the Company as mentioned in your application dated _____________ are approved. Please note that the said transaction must be completed on or before___________________that is within 7 Trading days from today.

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 Trading days from the date of transaction/deal. In case the transaction is not undertaken a 'Nil' report shall be necessary.

Yours faithfully,
For S J Logistics (India) Limited

Compliance Officer
Enclosure: Format for submission of details of transaction

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Annexure - 4

Format for Disclosure of Transactions

(To be submitted within 2 Trading days of transaction / dealing in Securities of the Company)

Date: __/__/__
To,
The Compliance Officer,
S J Logistics (India) Limited.

I hereby inform that I ______________________________

- ☐ Have not bought / sold/ subscribed any Securities of the Company
- ☐ Have bought / sold / subscribed to Securities as mentioned below on ______________________________(Date).

Name of holder	No. of Securities dealt with	Bought / sold / subscribed	DP ID/Client ID / Folio No	Price (Rs.)

In connection with the aforesaid transaction(s), I hereby undertake to preserve, for a period of 3 years and produce to the Compliance officer / SEBI any of the following documents:

- Broker's contract note.
- Proof of Payment to/ from Brokers.
- Extract of Bank Passbook / Statement (to be submitted in case of Demat Transactions).
- Copy of Delivery instruction slips (applicable in case of Sale Transaction).

I agree to not execute any trade in against the above Securities for a minimum period of six months. In case there is any urgent need to sell these Securities within the said period, I shall approach the Compliance Officer for Necessary Approval. (Applicable in case of Purchase / Subscription).

I declare that the above information is correct and that no provisions of the Company's rules and / or applicable laws / regulations have been contravened for effecting the above said transactions(s).

Signature:
Name:
Designation:

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Annexure - 5

Application to Enter into Contra Trade (In case of Personal Emergency)

Date: __/__/__
To,
The Compliance Officer,
S J Logistics (India) Limited

Dear Sir,

Subject: Permission to enter into contra transaction within 6 months from the execution of the last trade in SJL Securities

In terms of the provisions of SJL Insider Trading Rules, the Designated Person shall not execute / deal in a Contra Trade for any number of SJL Securities for a period of 6 months from the execution of the last trade in SJL Securities.

I executed the last trade in SJL Securities as under:

Sr. No.	Nature of Trade (Sale or purchase)	Date of trade	Number of Shares	Client ID

On account of the exigent circumstances mentioned hereunder, I desire to execute a Contra Trade in the SJL Securities forth with:

<< Please summarize reasons and personal exigency >>

In view of the aforesaid, I seek relaxation to the above provisions of the Rules. Thanking you,

Signature:

Name:
Designation:
Employee Code:
Place:

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Annexure - 6

Format for Initial Disclosure of Securities

Date: __/__/__
To,
The Compliance Officer,
S J Logistics (India) Limited

I, ___________________ in my capacity as _____________________ of the Company hereby submit the following details of Securities held in the Company as ______________________ (Date of becoming Designated Person)

Details of Securities held by me:

Type of Securities	No. of Securities held	Folio No	Beneficiary A/c Client ID

Details of dependent(s):

Pursuant to the provisions of SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Insider Trading Rules, I hereby declare that I have the following dependents:

Sr. No.	Name of the dependent	Relation with Director / Officer / Designated Employee

Details of Securities held by dependent(s):

Name of Relative	Relationship	Type of Securities	No. of Securities held	Folio No	Beneficiary A/c Client ID

Signature:
Name:
Designation:

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Annexure 7

Format of Statements of Holdings by Designated Person and Undertaking to be Signed Upon Leaving the Organisation

Date: /   /
To,
The Compliance Officer,
S J Logistics (India) Limited

Subject: Statement of Shareholdings and undertaking as on ____________________________

Dear Sir/Ma'am,
Please find below the details required for completion of my exit formalities:

a. Date of Resignation:
b. Last Working Day (decided by human Resource department):

c. Statement of Shareholdings of ____________________(Designated Person)

Name	Department/ Program & Process	No. of shares/ Securities held on the date of tendering the Resignation	No. of shares/ Securities bought post resignation	No. of shares/ Securities sold post resignation	No. of shares/ Securities held on the Last working day	PAN	Folio No. / DPID / Client ID

d. Details of Shares / Securities held by Immediate Relative(s):

Name	Relationship	No. of shares/ Securities held on the date of tendering the Resignation	No. of shares/ Securities bought post resignation	No. of shares/ Securities sold post resignation	No. of shares/ Securities held on the Last working day	PAN	Folio No / DPID / Client ID

* Incase Traded in Securities otherwise than by way of buying or selling, like pledge etc. please disclose that

also

e. I hereby confirm that

- I have / do not have access to any un-published price sensitive information as on the date of leaving the organization.

- I will not enter into any transaction pertaining to the Securities of the Company in future, either directly or otherwise, based on any un-published price sensitive information, which I am privy to, if any and will not communicate, provide, or allow access to any UPSI, relating to the Company or Securities thereof, to any person including other Employee(s), Immediate Relative(s) and any other person(s) except where such communication is in furtherance of Legitimate Purposes, performance of duties or discharge of legal obligations, if any.

- I will continue to abide by the rules / relevant SEBI regulations at least for 6 months from the date of leaving the Organization, failing which I would be solely responsible for the consequences, to the complete exclusion of the Organization, its Directors and officers and the Compliance officer, as they would not have any recourse post my leaving the Company to communicate with me to pursue compliances hereunder.

f. I further declare that the above disclosure is true and correct and is in accordance with the previous disclosures, if any, given to the Company.

g. I undertake that I shall indemnify the Company as given below:

- To hold S J Logistics (India) Limited, its Directors, officers and Employees faultless in the event of any investigation against me for Insider Trading by any regulatory authority.

- To make good to the S J Logistics (India) Limited, its Directors, officers and/or Employees, for all economic losses, fines or penalty, if any, imposed on the S J Logistics (India) Limited, its Directors, officers and/or Employees as a result of any investigation by any regulatory authority/authorities into any of the transactions entered by me in dealing with the Securities of the Company.

- To compensate the S J Logistics (India) Limited, its Directors, officers and /or Employees for and towards all legal expenses incurred in defending itself in such investigations, including advocate's fees.

Yours faithfully, Signature :
Name:
Designation: ______________________(Position held prior to resignation)
Place:

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