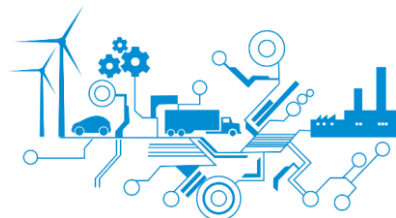




CODE OF FAIR DISCLOSURE & CONDUCT FOR UNPUBLISHED PRICE SENSITIVE INFORMATION AND POLICY FOR DETERMINING LEGITIMATE PURPOSE

Version: 1.0



Revision History

Version No.	Date	Prepared By/ Modified By	Overview of Changes	Approved By
1.0	May 15, 2019	Vinit Teredesai & Nida Deshpande	Original Policy	Board of Directors

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I. Background & Purpose

- Background:

The Securities Exchange Board of India (SEBI) has promulgated the SEBI (Prohibition of Insider Trading) Regulations, 2015, on 15th January, 2015 (hereinafter referred to as the “Regulations”), to formulate a stated framework and policy for fair disclosure of events and occurrences that could impact price discovery in the market for its securities.

- Purpose:

In order to comply with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the Company has adopted this Code of Fair Disclosure & Conduct for Unpublished Price Sensitive Information and Policy for Determining Legitimate Purpose, (“the Code”) on May 15, 2019. This code may be modified by the Company from time to time.

II. Definitions

1. **“Company”** means KPIT Technologies Limited (Formerly KPIT Engineering Limited), having its registered office at Plot No.17, Rajiv Gandhi Infotech Park, MIDC-SEZ, Phase-III, Maan, Taluka - Mulshi, Hinjawadi, Pune- 411057, India, and its present and future subsidiaries whether incorporated in India or not.
2. **“Chief Investor Relations Officer”** means the head of Investor Relations department of the Company (CIO).
3. **“Unpublished Price Sensitive Information”** (UPSI) means any information, relating to the Company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily including but not restricted to, information relating to the following :-
 - a) Financial results;
 - b) Dividends;
 - c) Change in capital structure;
 - d) Mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions;
 - e) Any major development involving business relationships with customers, or business partners;
 - f) Change in key managerial personnel or Board of directors;
 - g) Material events in accordance with Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015; and
 - h) Any other matter as may be prescribed under the Listing Regulations and/or Corporate Law to be price sensitive, from time to time.
4. **“Generally Available Information”** means information that is accessible to the public on a non-discriminatory basis.

III. Administration :-

Principles of Fair Disclosure for purposes of Code of Practices and Procedures for Fair Disclosures of Unpublished Price Sensitive Information

1. The Chief Investor Relations Officer will deal with dissemination of information and disclosure of unpublished price sensitive information.

In addition to the above, the duties of the Chief Investor Relations Officer will be inclusive of, but not limited to, the following :-

- i. Appropriate and fair response to queries on news reports and requests for verification of market rumors by regulatory authorities.
- ii. Developing best practices to make transcripts or records of proceedings of meetings with analysts and other investor relations conferences on the official website to ensure official confirmation and documentation of disclosures made.
- iii. Ensuring that information shared with analysts and research personnel is not unpublished price sensitive information.
- iv. Prompt dissemination of unpublished price sensitive information that gets disclosed selectively, inadvertently or otherwise to make such information generally available.
- v. Prompt public disclosure of unpublished price sensitive information that would impact price discovery no sooner than credible and concrete information comes into being in order to make such information generally available.
- vi. Uniform and universal dissemination of unpublished price sensitive information to avoid selective disclosure.
- vii. The CIO shall be shall be responsible for deciding whether a public announcement is necessary for verifying or denying any news for effectively responding to market gossips.
- viii. Handling of all unpublished price sensitive information on a need-to-know basis.

2. Sharing of UPSI for legitimate purpose:

Insiders may be required to share Unpublished Price Sensitive Information of the Company in the ordinary course of business for Legitimate Purpose provided insider is authorized by the CIO of the Company in consultation with Managing Director (MD) of the Company as specified in **Annexure A**.

3. Issue of Notice to the recipient of UPSI

Any person in receipt of unpublished price sensitive information pursuant to a “legitimate purpose” shall be considered an “insider” for purposes of this Code and due notice shall be given to such persons;

- (i) To make aware such person that the information shared is or would be UPSI.
- (ii) To instruct such person to maintain confidentiality of such unpublished price sensitive information in compliance with these regulations.
- (iii) No insider shall disclose unpublished price sensitive information concerning the Company to any outside person (including family members, analysts, individual investors, and members of the investment community and news media), unless required as part of his/her regular duties for the Company or authorized by the CIO. In any instance in which such information is disclosed to outsiders, the Company will take such steps as are necessary to preserve the confidentiality of the information, including requiring the outsiders such as Advisors, Auditors, Consultants, Merchant Bankers, etc. to agree in writing to comply with the terms of this code and/or to sign a confidentiality agreement (**Annexure- B**) and immediately communicate to the Compliance Officer details such as names of such persons or entities as the case may be with whom information is shared under this Regulation along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available. All inquiries from outsiders regarding price sensitive information about the Company must be forwarded to the CIO.

However, non-receipt of such notice while in receipt of any Unpublished Price Sensitive Information shared for Legitimate Purpose would not excuse any person from complying with this Code and any person dealing with UPSI shall be under an obligation to preserve the same under the relevant regulation(s).

4. Digital Database of recipient of UPSI

While sharing Unpublished Price Sensitive Information to any person for Legitimate Purposes, Insiders shall provide to the CIO details listed below of such person or entities as the case may be with whom information is shared to maintain the structural database.

- (i) Name of such recipient of UPSI;
- (ii) Name of the Organization or entity to whom the recipient represent
- (iii) Postal Address and E-mail ID of such recipient
- (iv) Permanent Account Number (PAN) or any other identifier authorized by law, if PAN is not available.

The CIO shall be responsible to maintain this structured digital database as per the SEBI Regulations through Registrar and Share Transfer Agent (RTA) with adequate internal controls and checks such as time stamping and audit trials to ensure non-tampering of such database.

5. Leak/Suspected Leak Of Unpublished Price Sensitive Information

The Board has formulated written policy under the Code for initiating appropriate inquiries on becoming aware of leak/suspected leak of UPSI **Annexure C**

6. Restriction on Communication by Insiders

The Board of Directors of the Company 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, and shall not otherwise trade in securities of the company when in possession of UPSI.

The Company will take all reasonable and appropriate steps to create awareness of this Policy to report instances of leak of Unpublished Price Sensitive Information (UPSI) relating to the Company.

Annexure-A

POLICY FOR DETERMINATION OF LEGITIMATE PURPOSES

[Pursuant to Regulation 3 (2A) of SEBI (Prohibition of Insider Trading) Regulations, 2015]

1. PREFACE

This Policy, as a part of "Code of Fair Disclosure and Conduct for Unpublished Price Sensitive Information & Policy for determining legitimate purpose" formulated under Regulation 8 of SEBI (Prohibition of Insider Trading) Regulations 2015, will be known as "Policy for Determination of Legitimate Purposes" hereinafter referred to as the "Policy".

This Policy is prepared in accordance with Regulation 3(2A) of SEBI (Prohibition of Insider Trading) (Amendment) Regulations, 2018.

2. OBJECTIVE

The objective of this Policy is to identify 'Legitimate Purposes' for performance of duties or discharge of legal obligations, which will be considered as exception for the purpose of procuring unpublished price sensitive information (UPSI) relating to the Company or its listed securities or proposed to be listed securities, if any.

3. INSIDER

It shall mean any person in receipt of UPSI pursuant to a "legitimate purpose" shall be considered as an "insider" for the purpose of these regulations.

4. LEGITIMATE PURPOSES

It shall mean sharing of UPSI in the ordinary course of business by an Insider with the following, provided that such sharing has not been carried out to evade or circumvent the prohibitions of these regulations:

1. Promoters of the Company
2. Auditors (Statutory, Internal, Branch, Secretarial, GST and any other Auditor as applicable)
3. Staff Members of the Audit firm/team conducting the Audit
4. Collaborators
5. Lenders
6. Customers
7. Suppliers
8. Bankers
9. Legal Advisors
10. Insolvency Professionals
11. Consultants
12. Any other advisors/consultants/partners
13. Any other person with whom UPSI is shared

Annexure- B

Agreement for Confidentiality and Non-trading in securities of KPIT Technologies Limited (Formerly KPIT Engineering Limited) (on the letterhead of the Company)

Date

To

Name of the consultant

Address

Dear Sir,

As you have agreed to act as our advisor/consultant /auditor/merchant banker/share transfer agent _____ (specify the other service) to the Company in respect of our business and in this connection would provide you from time to time various information related to KPIT Technologies Limited (Formerly KPIT Engineering Limited)and/or its group and associate company/ies (hereinafter collectively referred to as the “Company” or “KPIT”) which is not generally available or is proprietary in nature (herein be referred to as the “Confidential Information”).

Confidential Information: Confidential Information is any material, knowledge, information and data (verbal, electronic, written or any other form) concerning the Company or its businesses not generally known or disclosed to the public, consisting of, but not limited to, financials, pricing & sale data, revenue, turnover, production, inventory & supply data, inventions, discoveries, plans, concepts, designs, blueprints, drawings, models, devices, equipment, apparatus, products, prototypes, formulae, algorithms, techniques, research projects, computer programs, software, firmware, hardware, business, development and marketing plans, merchandising systems, information concerning investors, customers, suppliers, consultants and employees, and any other concepts, ideas or information involving or related to the business which, if misused or disclosed, could adversely affect the Company’s business.

Exceptions: For the purposes of this Agreement, information shall not be deemed Confidential Information if:

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

As a condition to you being furnished with any Information and as consideration for such, you (the “Recipient”) agree as follows:

- (1) (a) **Non-disclosure:** Recipient recognizes and acknowledges the competitive value of the Confidential Information and the damage that could result from the disclosure thereof to third parties. Accordingly, Recipient agrees to keep the Information strictly confidential and will not, without the prior written consent of KPIT, disclose/communicate such Confidential Information to any person, including my relatives, past and future employer, for my own personal benefit or the benefit of any other person, corporation or entity in any manner whatsoever, in whole or in part, except that Recipient may disclose the Information to those of Recipient’s directors, officers, employees, agents or other representatives (collectively, “Representatives”) who (i) need to know the Confidential Information for the purpose for which the Recipient has been appointed or for legitimate purposes or to perform its duties assigned or to discharge its legal obligations (ii) have been informed of the confidential nature of such Confidential Information and (iii) have agreed in writing to keep the Confidential Information confidential and be bound by the terms of this Agreement as if they were parties hereto. Recipient agrees to use the same degree of care to protect such Confidential Information from unauthorized use or disclosure as the Recipient would use to protect its own Confidential Information of a similar nature, but in no event with less than reasonable care. Recipient agrees to be responsible for and to indemnify KPIT and its representatives against any breach by any of Recipient’s Representatives of the matters referred to herein.
- (b) **Restrictions on Use:** The Confidential Information will not, without the prior written consent of KPIT, be used by Recipient or its Representatives, directly or indirectly, for any purpose other than the purpose for which the Confidential Information is being provided to the Recipient and such use shall absolutely cease at the request of KPIT. In addition, Recipient hereby acknowledges that Recipient is aware (and, if applicable, that Recipient’s Representatives have been advised) that Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and amendments thereto, if any, prohibits any person, who possesses or having access to UPSI about the Company, from trading securities of such Company or from communicating such information to a third party under circumstances in which it is reasonably foreseeable that such third party is likely to trade in the securities of the Company.
- (d) **Return of Confidential Information:** Upon the request of the KPIT, Recipient shall, and shall cause its Representatives to promptly return all Confidential Information to KPIT, without retaining any copies, summaries or extracts thereof. In the event of such request, all documents, analysis, compilations, studies or other materials prepared by Recipient or its Representatives that contain or reflect Confidential Information shall be destroyed and no copy thereof shall be retained (such destruction to be confirmed in writing by a duly authorized officer of Recipient). Notwithstanding the return or destruction of the

Confidential Information, Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder. With respect to those portions of the Confidential Information that consist of analysis, compilations, studies or other materials prepared by Recipient or its Representatives, KPIT may, in its sole discretion, permit the retention of such Confidential Information for evidentiary purposes. Notwithstanding such retention, Recipient and its Representatives shall continue to be bound by their obligations of Confidentiality and other obligations hereunder.

- (2) Without KPIT's prior written consent, Recipient shall not and Recipient shall cause each of its Representatives not to, directly or indirectly, alone or in concert with others, trade in securities of KPIT or encourage any third party to trade in securities of KPIT, The term "securities of KPIT" shall mean and include the Equity Shares of KPIT and such other securities issued by KPIT and listed on any recognised Stock Exchange. The term "Trade" used herein shall mean to subscribe, buy, sell, deal or agreeing to subscribe, buy, sell pledge or otherwise deal, directly or indirectly, in securities of KPIT by any person either as principal or agent.
- (3) In the event that Recipient or its Representatives are requested or become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, investigative demand or similar process) to disclose any of the Information, Recipient and its Representatives will promptly provide KPIT with written notice so that KPIT may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or waiver, Recipient or its Representatives are, in the opinion of KPIT's counsel, legally compelled to disclose such Confidential Information to any tribunal or else, in the opinion of KPIT's counsel, stand liable for contempt or suffer other censure or penalty, Recipient or its Representatives will furnish only that portion of the Confidential Information which is legally required to be furnished and each will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information.
- (4) The Recipient hereby agrees that money damages could be only a part remedy for any breach or threatened breach of this Agreement by the Recipient or its Representatives. In addition to the money damages, KPIT shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief in the event of any such breach or threatened breach, in addition to all remedies available to KPIT at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Recipient has breached this Agreement, then the Recipient shall be liable and pay to KPIT, the legal fees and expenses incurred by KPIT in connection with such litigation, including any appeals therefrom.

- (5) The Recipient further agrees to indemnify, defend, and hold harmless KPIT and its affiliates and any directors, officers, employees, agents, advisors or other representatives thereof (each an "Indemnified Person") from and against any losses, claims, damages or liabilities arising out of a breach or alleged breach of this Agreement and to reimburse each Indemnified Person for all costs and expenses (including counsel fees) incurred in connection therewith. Such indemnity agreement shall be in addition to any other liabilities that may be available to any Indemnified Person. If you agree to the terms and conditions of this Agreement, please indicate your acceptance by signing and returning to the undersigned the duplicate copy of this Agreement.

Yours faithfully,

For KPIT Technologies Limited

(Formerly KPIT Engineering Limited)

Signature:

Name:

Designation:

Agreed to as of the Dated first written above:

For (Name of the consultant/advisor)

Signature:

Name:

Designation:

PAN No:

Annexure-C

POLICY FOR PROCEDURE OF INQUIRY IN CASE OF LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION (“UPSI”)

[Under Regulation 9A of SEBI (Prohibition of Insider Trading) Regulations, 2015]

1. BACKGROUND

The SEBI (Prohibition of Insider Trading) (Amendment) Regulations, 2018 has mandated every listed company to formulate a written policy and procedures for inquiry in case of leak of unpublished price sensitive information (UPSI) and initiate appropriate inquiries on becoming aware of leak of UPSI and inform the Board promptly of such leaks, inquiries and results of such inquiries. In this regard, Board of Directors of the Company have laid down this policy for procedure of inquiry in case of leak of UPSI (‘the policy’), for adoption.

2. OBJECTIVES

- (i) To strengthen the internal control system to prevent leak of UPSI.
- (ii) To restrict and prohibit the practice of sharing of UPSI, with the un-authorized person, which originates from within the Company and which affects the market price of the Company as well as loss of reputation and investors’ / financiers’ confidence in the Company.
- (iii) To have a uniform code to curb the un-ethical practices of sharing UPSI by Insiders, Employee(s) & Designated Persons with any person, firm, Company or Body Corporate.
- (iv) To initiate inquiry in case of leak of UPSI or suspected leak of UPSI and inform the same to the Securities and Exchange Board of India (“SEBI”) promptly.
- (v) To penalize any Insider, Employee & Designated Person who appears to have found guilty of violating this policy.

3. SCOPE

The Company endeavours to preserve the confidentiality of UPSI and to prevent misuse of such information. The Company shall strive to restrict and prohibit the practice of sharing of UPSI which originates from within the Company by any Promoter, Director, Key Managerial Person, Insider, Employee, Designated Person, support staff or any other known or un-known person(s) with any un-authorized person which may affect the market price of the Company as well as causes loss of reputation and investors’ / financiers’ confidence in the Company.

4. DEFINITIONS

- (i) **“Chief Investor Relations Officer”** means the head of Investor Relations department of the Company (CIO).
- (ii) **“Leak of UPSI”** shall mean communication of information which is / shall be UPSI by any Promoter, Director, Key Managerial Person, Insider, and Employee, Designated Person, support staff or any other known or un-known person other than a person(s) authorized by the CIO after following due process prescribed in this behalf in the Code of Practices Fair Disclosure of the Company and /or under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and/or SEBI (Prohibition of Insider Trading) Regulations, 2015 and any amendment(s) or re-enactment thereto.
- (iii) **Support Staff** shall include IT staff, finance staff and secretarial staff who have access to UPSI.

5. DUTIES OF CHIEF INVESTOR RELATIONS OFFICER

The CIO shall be responsible to;

- (i) Oversee the Compliance of this Policy.
- (ii) Report the incident of actual or suspected leak of UPSI to the Securities and Exchange Board of India.
- (iii) Intimate the incident of actual or suspected leak of UPSI to the Stock Exchanges.
- (iv) Co-ordinate with and disclose the relevant facts of the incident of actual or suspected leak of UPSI to the Enquiry committee.

6. DISCLOSURE OF ACTUAL OR SUSPECTED LEAK OF UPSI TO STOCK EXCHANGES

On becoming aware of actual or suspected leak of UPSI of the Company, the CIO shall ensure that, promptly intimated to the Stock Exchanges on which the securities of the Company are listed in the format as set out in **Annexure D** to this policy.

7. REPORT OF ACTUAL OR SUSPECTED LEAK OF UPSI TO SEBI

On becoming aware of actual or suspected leak of UPSI of the Company, the CIO shall ensure that a report on such actual or suspect leak of UPSI, preliminary enquiry by enquiry committee thereon and results thereof shall be promptly made to SEBI in the format as set out in **Annexure E** to this policy.

8. CONSTITUTION & DUTIES OF ENQUIRY COMMITTEE

The Company has constituted a committee to be called as “Enquiry Committee” which shall consist of Mr. Kishor Patil, CEO & Managing Director, Mr. Vinit Teredesai, Chief Financial

Officer, Mr. Sunil Phansalkar, Head- Investor Relations and Ms. Nida Deshpande, Company Secretary.

The duties of the Enquiry Committee will be as follows:

The role and responsibility of Enquiry Committee shall be as under:

- a. To conduct the enquiry in fair and unbiased manner;
- b. To ensure that complete fact finding exercise has been undertaken;
- c. To appoint investigating officer(s) / agencies (internal or external), if required;
- d. To maintain strict confidentiality;
- e. To decide on the outcome of the investigation;
- f. To recommend an appropriate course of action against the accused, if found guilty;
- g. To recommend an appropriate course of action against the complainant for false complaints/claims.
- h. To review the Whistle Blower Policy of the Company and suggest modifications, if any.
- i. To report to the Audit Committee of the Board about the number of complaints received, investigated, redressed and un-resolved.

9. PROCEDURE FOR ENQUIRY IN CASE OF LEAK OF UPSI:

On becoming aware of, suo moto or otherwise, of actual or suspected leak of UPSI of the Company by any Promoter, Director, Key Managerial Personnel, Insider, Employee, Designated Person, support staff or any other known or un-known person, the CIO after informing the same to the Managing Director of the Company, shall follow the below mentioned procedure in order to enquire and/or investigate the matter:

(a) Preliminary Enquiry:

Preliminary enquiry is a fact-finding exercise. The object of preliminary enquiry is to ascertain the truth or otherwise of the allegations contained in the information or complaint, if any, and to collect necessary available material in support of the allegations, and thereafter to decide whether there is justification to embark on any disciplinary action.

The Enquiry Committee shall appoint and/or authorize any person(s) or external agency, as it may deem fit, to initiate/conduct an enquiry to collect the relevant fact, material substances on actual or suspected leak of UPSI.

(b) Report of Preliminary Enquiry to the Enquiry Committee:

The Person(s) or external agency appointed/authorized to enquire the matter of actual or suspected leak of UPSI shall submit his/her report to the Enquiry Committee within 7 days from the date of his / her appointment on this behalf.

Disciplinary Action: The Disciplinary action(s) shall include, wage freeze, suspension, recovery, termination of employment contract/agreement etc., as may be decided by the Members of the Enquiry Committee / Board of Directors.

10. AMENDMENT

The Board of Directors of the Company, subject to applicable laws, rules & regulations, may amend / substitute any provision(s) with a new provision(s) or replace this entire Policy with a new Policy.

This Policy and any subsequent amendment(s) thereto, shall be promptly intimated to the Stock Exchanges, if required under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and/or SEBI (Prohibition of Insider Trading) Regulations, 2015 and any amendment(s) or re-enactment thereto.

Annexure-D

FORMAT FOR INTIMATION OF ACTUAL OR SUSPECTED LEAK OF UPSI TO THE STOCK EXCHANGES

To

BSE Limited / National Stock Exchange of India Limited

(address to be inserted)

Ref.: BSE Scrip Code No. / NSE Symbol

Subject: Intimation of actual or suspected leak of UPSI pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015.

Dear Sir / Madam,

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015, we are reporting actual or suspected leak of Unpublished Price Sensitive Information (UPSI) of the Company, as follows:

Name of Offender, if known	
Name of the Company	
Designation (Employee, Insider, Designated Person or any other)	
Nature of Information	
Whether any action initiated by the Company?	Yes/ No

Request you to kindly take the aforementioned details on your records.

Thanking you,

Yours faithfully

For KPIT Technologies Limited (Formerly KPIT Engineering Limited)

CIO

Annexure-E

FORMAT FOR REPORTING ACTUAL OR SUSPECTED LEAK OF UPSI TO THE SEBI

To

Securities and Exchange Board of India

(address to be inserted)

Ref.: BSE Scrip Code No. / NSE Symbol

Subject: Report of actual or suspected leak of UPSI pursuant to regulation 9A (5) of SEBI (Prohibition of Insider Trading) Regulation, 2015

Dear Sir / Madam,

Pursuant to Regulation 9A (5) of SEBI (Prohibition of Insider Trading) Regulation, 2015, we are reporting actual or suspected leak of Unpublished Price Sensitive Information (UPSI) of the Company, as follows:

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015, we are reporting actual or suspected leak of Unpublished Price Sensitive Information (UPSI) of the Company, as follows:

Name of Offender, if known	
Name of the Company	
Designation (Employee, Insider, Designated Person or any other)	
Nature of Information	
Whether any action initiated by the Company?	Yes/ No

Request you to kindly take the aforementioned details on your records.

Thanking you,

Yours faithfully

For KPIT Technologies Limited (Formerly KPIT Engineering Limited)

CIO