



SUN PHARMA ADVANCED RESEARCH COMPANY LIMITED

CODE OF INTERNAL PROCEDURES AND CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING

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CHAPTER I

INTRODUCTION AND DEFINITIONS

The Securities and Exchange Board of India (SEBI) framed Insider Trading Regulations in 1992 titled as SEBI (Insider Trading) Regulations, 1992. Learning from experience and to improve the efficacy of present Regulations and to expand their scope in certain areas, SEBI has amended these Regulations in February 2002. The Amendments to Regulations were notified in the Gazette of India Extra Ordinary on 20th February 2002 and are effective from that day. These are titled as Securities and Exchange Board of India (Insider Trading) (Amendment) Regulations, 2002. According to amended Regulation 12 of these Regulations all listed Companies shall frame a Code of Internal Procedures and Conduct for Prevention of Insider Trading. This Code has been prepared in compliance with these regulations. This Code has been approved by the Board of Directors of Sun Pharma Advanced Research Company Limited (SPARC) for this purpose at their meeting held on 4th June, 2007, and amended by the Board of Directors at their meeting held on 24th January, 2009.

1. DEFINITIONS:

For the purposes of this Code, following words and phrases shall have the following meanings assigned to them against them. Words and phrases not defined hereunder shall have the same meaning as provided under Chapter I of SEBI (Prohibition of Insider Trading) Regulations, 1992.:

(a)“Board/ Board of Directors” shall mean the members of the Board of Directors of SPARC appointed from time to time in accordance with its Articles of Association.

(b)“Code of Corporate Disclosure Practices” shall mean the Code of Corporate Disclosure Practices for prevention of Insider Trading as specified in Schedule II of Insider Trading Regulations (enclosed herewith)

(c)“Compliance Officer” shall mean the person appointed as compliance officer pursuant to clause 1 of Chapter II of this Code.

(d)“Confidential Information” shall mean such information which is directly or indirectly related to SPARC and /or its group and associate companies and which is not available to the general public or which is proprietary in nature and also includes Price Sensitive Information as defined in SEBI Insider Trading Regulations from time to time.

(e)“Dependent Family Members” shall mean Designated Person’s spouse and children under 18 years of age and such other persons as declared by the Designated person.

(f) “Designated Person(s)” shall include the following persons:

(i)Directors of SPARC;

(ii)permanent invitee/invitees to the Board Meetings and Committee Meetings;

(iii)members of executive committee of SPARC not being Directors;

(iv)such other employees /persons, as may be notified by the Compliance Officer

- (g)“Effective Date” means 4th June, 2007
- (h)“ESOP” shall mean Employees Stock Option Plan as may be framed by SPARC.
- (i)“Need to Know basis” means the disclosure of Price Sensitive/Confidential Information only to those within SPARC who need the information to discharge their duties.
- (j)“ Non-Transaction Period” shall mean:
- (i)The period which is 7 (seven) Working Days prior to and 2 (two) Working Days after the date of the meeting of Board of Directors and
 - (ii)Such other period as may be decided by the Compliance Officer.
- (k)“Securities “ include:
- (i)shares, scripts, stocks, bonds, debentures, debenture stock or other marketable securities of a like nature in or of any incorporated company or other corporate;
 - (ii)derivatives;
 - (iii)units or any other instrument issued by any collective investment scheme to the investors in such schemes;
 - (iv)Government Securities;
 - (v)Such other instrument as may be declared by the Central Government to be securities; and
 - (vi)Rights or interests in securities.
- (l)“Sub-Committee” shall mean the Sub-Committee of the Board of Directors of SPARC.
- (m)“SPARC Code” shall mean this Code of Internal Procedures and Conduct for Prevention of Insider Trading in SPARC Securities as amended from time to time.
- (n)“SPARC Securities” shall include equity shares or other marketable securities issued by SPARC and listed on Stock Exchange .
- (o)“Trading period” or “Trading Window” shall mean the period when Dealing in SPARC Securities by the Designated Person(s) and/or Dependant Family Member may be permitted and is not a Non-Transaction period.
- (p) “Working Days” shall mean working day(s) when the regular trading is permitted on the concerned stock exchange where securities of the Company are listed.”

CHAPTER - II

Appointment and Role of Compliance Officer

1. "Compliance Officer" shall mean the company secretary of SPARC and/or such other person as may be designated by the Board of Directors to act as Compliance Officer for the purpose of Insider Trading Regulations and SPARC Code.
2. The Compliance Officer shall be responsible for setting forth policies, procedures, monitoring adherence to the rules for the preservation of Price Sensitive Information, pre-clearing of Designated Persons' and their Dependant Family Members' trades, monitoring of trades and the implementation of SPARC Code under the overall supervision of the Sub-Committee/ Board of Directors.
3. The Compliance Officer shall maintain a list of the Designated Persons and such other relevant record as may be deemed appropriate by the Compliance Officer for the purpose of compliance with the SPARC Code and Insider Trading Regulations. The Compliance Officer shall update the list of the Designated Persons based on the communication received from the Human Resources Department of SPARC on a monthly or other suitable basis.
4. The Compliance Officer shall assist all Designated Persons in addressing any clarifications regarding the Insider Trading Regulation and SPARC Code as also the Code of Corporate Disclosure Practices for prevention of Insider Trading.
5. The Compliance Officer shall place before every meeting of the Board of Directors a Report regarding compliance of the Insider Trading Regulations and SPARC Code.

CHAPTER - III

Preservation and Prevention of Misuse of “Price Sensitive Information”

1. The Designated Persons / Employees/ Directors shall maintain the confidentiality of all Price Sensitive Information. Designated Persons/Employees/ Directors shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities, except in the process of carrying out his/her own official duty/responsibility.
2. All Directors/ Officers and Designated Persons of the Company and their Dependents shall be subject to trading restrictions as enumerated below:-
 - (a) When the trading window is closed, the Designated Persons / Directors shall not trade in the Company's securities in such period.
 - (b)The trading window shall be, inter alia, closed at the time of:-
 - a. Declaration of Financial results (quarterly, half-yearly and annual).
 - b. Declaration of dividends (interim and final).
 - c. Issue of securities by way of public/ rights/bonus etc.
 - d. Any major expansion plans or execution of new projects.
 - e. Amalgamation, mergers, takeovers and buy-back.
 - f. Disposal of whole or substantially whole of the undertaking
 - g. Any changes in policies, plans, or operations of the Company.
 - (c) All Directors/Officers/Designated Persons of the Company shall conduct all their dealings in the securities of the Company only in a valid trading window and shall not deal in any transaction involving the purchase or sale of the Company's securities during the periods when trading window is closed, as referred to in para 2(b) or during any other period as may be specified by the Company from time to time.
 - (d)In case of sale of securities in emergency, holding period may be relaxed by noting reasons in this regards in writing.
3. The Designated Person shall handle the unpublished price sensitive Information strictly on a “Need to know basis”. All such information directly received by any Designated Person from any source outside of SPARC should immediately be reported to the Compliance Officer directly or through his/her head of department.

4. If in performance of duties it is necessary for the Designated Person to disclose any Price Sensitive Information/Confidential Information to any consultant(s)/advisor(s)/ auditor(s)/ merchant banker(s) /share transfer agent(s), etc. then such consultant(s)/ advisor(s)/ auditor(s)/ merchant banker(s)/ share transfer agent(s), etc. and/or any of their representative(s) shall not deal in SPARC Securities during the term of their engagement with SPARC or till such time the information disclosed to them is made public by SPARC.
5. The Designated Person, prior to disclosing the information as stated in 3 above shall inform the Compliance Officer about the information he/she proposes to disclose and shall also ensure that the concerned consultant/advisor/auditor/merchant banker/share agent, etc. execute an agreement in the form specified in **ANNEXURE A**.
6. All the files / papers containing Confidential Information /unpublished Price Sensitive Information shall be kept secured by all the Designated Persons. If such files are computer files then the same must have adequate security in accordance with the information system security policy of SPARC

CHAPTER - IV

Pre-Clearance of Trades & Dealing in Securities

- (1) **Pre Clearance of Trade / Trading after Prior Approval :** Directors/Officers/ Designated persons and their dependants who propose to acquire/sell Securities of the Company which are in excess of the prescribed threshold limit shall make an application to the Compliance Officer in the Form specified in **ANNEXURE B**, stating number of securities that he/she intends to deal in along with full details of Depository participant and Client ID etc.

Presently the prescribed threshold limit under this clause is Rupees 500,000 in value or 15,000 equity shares of Re.1 each whichever is lower per calendar month.

- (2) All Directors/Officers/Designated Persons and their Dependants (as defined by the Company) shall execute their order in respect of securities of the Company *within one week* after the approval of pre-clearance is given. If the order is not executed within one week after the approval is given, the employee/ director must pre clear the transaction again.
- (3) Alongwith this Application an Undertaking as per **ANNEXURE C** shall be submitted by Directors/Officers/ Designated Persons wishing to trade in Company's Securities. All directors/ officers/ designated persons who buy or sell any number of shares of the Company shall not enter into an opposite transaction i.e. sell or buy respectively any number of shares during the next six months following the prior transaction.
- (4) There is an absolute prohibition on entering trades in the derivatives segment, if any, of the Company's shares at any time, by the directors/ officers/ designated employees of the Company.

Chapter – V

Reporting Requirements For Dealing in SPARC Securities

1. Designated Persons should give following details of family members in writing:
 - a. All holdings in securities of the Company by directors/officers /designated employees at the time of joining the Company;
 - b. Periodic statement of any transactions in securities. (The periodicity of reporting shall be as defined by the Company. The Company may also be free to decide whether reporting is required for trades where pre-clearance is also required); and
 - c. annual statement of all holdings in securities
2. Disclosure of interest or holding by directors, officers, Designated Persons and substantial shareholders in the Company –

I. Initial Disclosure: (As per Annexure E)

(i) Any person who holds more than 5% shares or voting rights in Company shall disclose to the Company, in the Form as prescribed in ANNEXURE E alongwith FORM A as prescribed by SEBI, the number of shares or voting rights held by such person, on becoming such holder, within two working days of:-

- a.the receipt of intimation of allotment of shares; or
- b.the acquisition of shares or voting rights, as the case may be.

(ii) Any person who is a director or officer or Designated Person of the Company, shall disclose to the Company, in the Form as prescribed in ANNEXURE E alongwith FORM B as prescribed by SEBI, the number of shares or voting rights held and position taken in derivatives, by such person and his dependants, within two working days of becoming a director or officer or Designated Person of the Company.

The Designated Person shall be required to submit to the Compliance Officer, the aforesaid details in respect of SPARC Securities held by the Designated Person and/or his Dependant Family Members, in the forms specified, relating to all holding in SPARC Securities as on the Effective Date or as on the date of joining SPARC, as the case may be. Along with this initial disclosure, the Designated Person shall also declare the names of the Dependant Family Members.

II. Annual Disclosure: (As per Annexure F)

The Designated Person shall be required to submit, to the Compliance Officer, the details in respect of SPARC Securities held by the Designated Person and/or his Dependant Family Members relating to all holdings in SPARC Securities as on 31st March every year. Such disclosure shall be in the form specified in **ANNEXURE F** and shall be delivered to the Compliance Officer on or before 15th April every year.

III. Continual Disclosure: (As per Annexure G)

(i) Any person who holds more than 5% of shares or voting rights should intimate to the Company, in FORM C prescribed in ANNEXURE G, the change in shareholding or voting rights, even if such change results in shareholding falling below 5%, if there has been change in such holdings from the last disclosure made under sub-regulation (I) or under this sub-regulation; and such change exceeds 2% of total shareholding or voting rights in the Company.

(ii) Any person who is a director/ officer and designated person of the Company, shall disclose to the Company, and the Stock Exchanges where the securities of the Company are listed, in FORM D as prescribed in ANNEXURE G, the total number of shares or voting rights held and change in shareholding or voting rights, if there has been a change in such holdings of such person and his dependents, from the last disclosure made under sub-regulation (ii) or under this sub-regulation, and the change exceeds Rupees 5 lacs in value or 25000 shares or 1% of total shareholding or voting rights, whichever is lower.

(iii) The disclosure should be made within two working days as disclosed in clause.

3. The Compliance Officer shall maintain records of all the above declarations for a minimum period of 3 (three) years.
4. The Compliance Officer shall place before the Managing Director/Sub-Committee, on a monthly basis, all the details of the dealings in SPARC Securities by the Designated Person and/or the Dependant Family Members and the accompanying documents that such Designated Person had executed under the pre-dealing procedure defined under Chapter IV of the SPARC Code.
5. In case it is observed by the Compliance Officer that there has been a violation of Insider Trading Regulation, then the Compliance Officer shall inform SEBI about such violation within a period of 7 (seven) Working Days from the date when it comes to the knowledge of the Compliance Officer.
6. The Board of Directors of SPARC may appoint a practising Company Secretary to independently carry out the audit in respect of compliance of various provisions of the SEBI (prohibition of Insider Trading) Regulation, 1992 and the SPARC Code.
7. The practicing Company Secretary if so appointed may be required to carry out the audit for relevant year and deliver his report to the Board of Directors.

CHAPTER – VI

Penalty for Violation of SPARC Code

1. Penalty for contravention of Code of conduct:
 - (a) appropriate action
 - (b) wage freeze, suspension, termination, ineligibility for ESOP
 - (c) SEBI action
2. The Designated Person(s) who deal(s) in SPARC Securities or communicate any unpublished Price Sensitive Information in contravention of SPARC Code, shall in addition to the disciplinary action stated under clause (1), be liable to pay the penalty as may be decided by the sub-committee/Board of Directors based on the recommendation of the Compliance Officer. The Compliance Officer shall make the recommendation after taking into consideration the nature of information in possession of the Designated Person and the movement of SPARC Securities prices on the Stock Exchange. Within 2(two) Working Days after the decision by the sub-committee/Board of Directors as stated above, the Compliance Officer shall make a formal written demand on the concerned Designated Person for the payment of such penalty.
3. In the event the Designated Person, liable for action under this chapter, is a member of the sub-committee, then the Compliance Officer together with his/her recommendation shall refer the matter to the Board of Directors for its consideration at the next immediate meeting of the Board.

Explanation : For the purpose of this chapter any acts, deeds, matters or things amounting to contravention / violation of SPARC Code and committed by or caused to be committed by Dependant Family Members shall be treated as the contravention / violation by the Designated Person and hence shall liable for disciplinary/penal action as contemplated in this chapter.

4. Any penalty levied pursuant to Clause 2 shall be payable within the time stipulated in the demand made by the Compliance Officer. In the event the concerned Designated Person fails to pay the penalty in accordance with the demand by the Compliance Officer, then penalty shall be recovered in the following manner :
 - (a) from the salary of the Designated Person, where such Designated Person is an employee / executive / managing director as the case may be;
 - (b) from the fees, where such Designated Person is a consultant on contract basis;
 - (c) from the commission fees payable, where the Designated Person is a non-executive director.
5. The penalties recovered pursuant to clause 2 and 4 above shall be kept in a separate bank account. The amounts credited to such bank account shall be dealt with as may be directed by SEBI / Stock Exchange.
6. Any action taken pursuant to above will be independent of any action by SEBI in case of violation of Insider Trading Regulation. This could include civil as well as criminal prosecution against the Designated Person and/or the Dependant Family Member(s).

Annexure – A

Agreement for Confidentiality and Non-dealing in SPARC Securities

(On SPARC Letterhead)

Date:

To

Name of the Designated Person
Address

Dear Sir,

We have agreed to appoint you as our Employee/a stock broker/ a sub-broker/ a banker to the issue/ a trustee of trust deed/ a Trustee Company/ a registrar to an issue/ an underwriter /a portfolio manager/an investment advisor/ a depository / a depository participant / a custodian of securities /foreign Institution investor /credit rating agency/advisor/consultant/auditor/merchant banker/share transfer agent or an intermediary or business associate, in respect of our business and in this connection we may provide to you from time to time various information (Price Sensitive Information) related to SPARC and/or its group and associate company/ies (hereinafter collectively referred to as “ SPARC “) which is not available to general people or is proprietary in nature (such oral or written information and all copies of, extract from, analysis and other material based on, containing or otherwise reflecting such information shall herein be referred to as the “Information”). As a condition to you being furnished with any Information and as consideration for such, you (the “Recipient”) agree as follows :

- (1) (a) Non-disclosure : Recipient recognizes and acknowledges the competitive value of the information and the damages that could result from the disclosure thereof to third parties . Accordingly, Recipient agrees to keep the Information strictly confidential and Recipient will not, without the prior written consent of SPARC, disclose the information to any third party in any manner whatsoever, in whole or in part, except that Recipient may disclose the Information to those of Recipient’s director, officer, employee, agent or other representative (collectively, “Representative”) who (i) need to know the Information for the purpose for which the Recipient has been appointed (ii) have been informed of the confidential nature of the Information and (iii) have agreed in writing to keep the Information confidential and be bound by the terms of this Agreement as if they were parties hereto . Recipient agrees to be responsible for and to indemnify SPARC and its representative against any breach by any of Recipient’s Representative of the matters referred to herein. However the Recipient may supply any such information to any Government authority, if demanded by them.
- (b) Restrictions on Use: The Information will not, without the prior written consent of SPARC, be used by Recipient or its Representative, directly or indirectly, for any purpose other than the purpose for which the Recipient has been appointed and such use shall absolutely cease at the request of SPARC. 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) Regulation, 1992 prohibit any person, who has material non-public information about a company, from purchasing or selling 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 purchase or sell such securities .

- (c) Return of Information: Upon the request of SPARC, Recipient shall, and shall cause it's Representative to, promptly return all Information to SPARC, without retaining any copies, summaries or extract thereof. In the event of such request, all documents, analysis, compilation, studies or other material prepared by Recipient or its Representative that contain or reflect 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 Information, Recipient and its Representative shall continue to be bound by their obligations of confidentiality and other obligations hereunder. With respect of those portion of the Information that consist of analysis, compilation, studies or other material prepared by Recipient or its representative, SPARC may, in its sole discretion, permit the retention, Recipient and its Representative shall continue to be bound by their obligations of Confidentiality and other obligations hereunder.

For purpose of this Agreement, the term "Information " shall not include such portion of Information that

- (i) are or become generally available to the public other than as a result of disclosure by Recipient or its Representatives,
 - (ii) Become available to Recipient on a non-confidential basis from a source not subject to a confidentiality obligation to SPARC , whether by contractual, legal or fiduciary obligation or otherwise or
 - (iii) Were, as evidenced by written records or other documentation satisfactory to SPARC, in Recipient's Possession on a non-confidential basis to SPARC's disclosure to Recipient.
- (2) Without SPARC's prior written consent, Recipient shall not and Recipient shall cause each of its representative not to, directly or indirectly, alone or in concert with other deal in securities of SPARC or encourage any third party to deal in securities of SPARC . The term "securities of SPARC" shall mean and include the equity shares of SPARC and such other securities issued by SPARC and listed on any recognised Stock Exchange. The term "deal" used herein shall mean to subscribe, buy, sell or agreeing to subscribe, buy, sell or deal, directly or indirectly , in securities of SPARC by any person either as principal or agent.
- (3) In the event that Recipient or its Representative are requested or become legally compelled (by oral questions, interrogatories, requested for information or documents, subpoena, investigative demand or similar process) to disclose any of the information Recipient and its Representative will promptly provide SPARC with written notice so that SPARC may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of the Agreement . If, in the absence of a protective order or other remedy or waiver, Recipient or its Representative are, in opinion of SPARC's counsel, legally compelled to disclose such Information to any tribunal or else, in the opinion of SPARC's counsel, stand liable for contempt or suffer other

censure or penalty, Recipient or its Representative will furnish only that portion of the Information which is legally required to be furnished and each will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such Information .

- (4) The Recipient hereby agrees that money damages or cancellation of agreement or discharge from performance of duties 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, SPARC 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 SPARC at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Recipient has breached this Agreement, then the Recipient shall be liable and pay to the non-breaching party the legal fees and expenses incurred by SPARC in connection with such litigation, including any appeal therefrom.
- (5) The Recipient further agrees to indemnify, defend, and hold harmless SPARC and its affiliates and all directors, officers, employees, agents, advisors or other representative thereof (each an "Indemnified Person") from and against any losses, claims, damages or liabilities arising out of a 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 .

Your faithfully,

For SUN PHARMA ADVANCED RESEARCH COMPANY LIMITED

By : _____

Name :

Designation :

Agreed to as of the
date first written above :

For _____ (name of the consultant /advisor)

By : _____

Name :

Designation :

Annexure – B

Application by Designated Person for Pre-clearance of Dealing in SPARC Securities

(On Plain Paper)

To,
The Compliance Officer,
Sun Pharma Advanced Research Company Ltd.,

Dear Sir,

Pursuant to Clause (1) of Chapter - IV of the Code of Internal Procedures and Conduct for Prevention of Insider Trading in SPARC Securities, I hereby seek purchase/sale of the securities of the Company as per the details given below which is in excess of the prescribed threshold limit:

NAME OF DESIGNATED PERSON : _____

# EMPLOYEE NO. _____	DESIGNATION _____
DEPARTMENT _____	LOCATION _____
REPORTING MANAGER/HEAD _____	

The SPARC Securities are being purchased/sold/subscribed by me/dependent family member Mr/Mrs/Ms/Minor _____

Nature of transaction (buy/sell/subscribe)	No. of securities intended to be bought/sold/subscribed	*Date of purchase/allotment/acquisition	**Previous approval no. and date (for purchase)	DP/CLIENT ID of the account where the securities will be credited/debited
				DP ID _____ CLIENT ID _____

I declare that the order for buying/selling*** shall be executed **within 7 (seven) days** after approval is granted to me and an intimation of the same will be given to the Compliance Officer **within 2 (two) Working Days** thereof.

I further declare that if the order for buying/selling*** has not been executed **within 7 (seven) days** after the approval is granted to me, a fresh approval will be taken in that behalf.

Thanking you,

(Signature and Name of the Designated Person)

Date:

- # applicable only if the Designated Person is an employee
- * applicable only in respect of sale of SPARC Securities
- ** applicable only in respect of sale of SPARC Securities for which an earlier purchase sanction was granted by the Compliance Officer
- *** strike out whichever is not applicable

Annexure – C

Undertaking

(On Non-Judicial Stamp Paper of Rs.20/-)

To,
The Compliance Officer
Sun Pharma Advanced Research Company Ltd.,

Undertaking under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 and SPARC Code

In compliance of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 and the SPARC Code, I, _____(Name of the Designated Person) hereby undertake/declare that:

- 1.I do not have any access to or have not received any “Price Sensitive Information” upto the time of signing this undertaking.
- 2.In case I have access to or receive any “Price Sensitive Information” after the signing of this undertaking but before the execution of the deal, I shall inform the Compliance Officer of the change in the position and that I would completely refrain from dealing in SPARC Securities till the time such information is made available to public by SPARC.
- 3.I have not contravened the SPARC Code as notified by the Company from time to time.
- 4.I have made full and true disclosure in the matter.

Signed this _____ day of _____,200__

(Name of the Designated Person & Signature)

Annexure – D

Disclosure of pre-approved Dealings

(On Plain Paper)

Date:

To,
The Compliance Officer
Sun Pharma Advanced Research Company Ltd.,

Dear Sir,

DETAILS OF DEALINGS

Ref: Your Approval letter No. _____ dated _____

I hereby inform you that I/my Dependent Family Member(s) have bought/sold/subscribed to the SPARC Securities as mentioned below:

Name of holder	*F/J	No. of Securities dealt with	Bought/Sold/subscribed	DP ID No/CLIENT ID (electronic form) or Folio no. (physical) where the Securities will be debited or credited	Price security(Rs) per

* "F" first holder "J" joint holder

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

1. Broker's contract note
2. Proof of payment to/from brokers
3. Extract of bank passbook/statement (to be submitted in case of demat transactions)
4. Copy of Delivery instruction slip (applicable in case of sale transaction)

I declare that the above information is correct and that no provisions of the SPARC Code and/or applicable laws/regulations have been contracted for effecting the abovesaid transaction(s).

I agree not to enter into an opposite transaction i.e. sell or buy respectively any number of shares during the next six months following the aforesaid transaction.

Yours truly,

Signature : _____

Name : _____

Emp No. : _____

Annexure E

Initial Disclosure by Designated persons

(On Plain Paper)

Date:

To,
The Compliance Officer
Sun Pharma Advanced Research Company Ltd.,

<p><u>Internal use</u></p> <p>Recd.date and time:</p> <p>Sign:</p>

NAME OF DESIGNATED PERSON : _____

EMPLOYEE NO. _____ GRADE _____
DEPARTMENT _____ LOCATION _____
DATE OF APPOINTMENT _____

Pursuant to the provisions of SEBI (Prohibition of Insider Trading) Regulations, 1992 and SPARC Code, I hereby declare that I have the following Dependent Family Members:

Sr. No.	Name of the dependant family member	Relationship with the Designated Person
	(name of spouse)	
	(name(s) of children below 21 years)	
	(name(s) of the dependant family members)	

I hereby declare that I /my dependents

- Do not hold Securities as on date
- Hold SPARC Securities as per the details given in Form A or in Form B as may be applicable. :

- I hereby undertake to approach the Compliance Officer for pre-dealing approval in case of any proposed Dealing (buying/selling/subscribing/acquiring) in SPARC Securities in respect of the above mentioned holders.

I hereby declare that the above details are true, correct and complete in all respects.

Signature : _____

Name : _____

- # Applicable only where the designated person is SPARC employee
- * Indicate “F” where the named holder is the first holder of the securities and “J” where he/she is the joint holder of the securities

FORM A

(as prescribed by SEBI under Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 [Regulation 13(1) and (6)]

Regulation 13(1) - Details of acquisition of 5% or more shares in a listed company

<i>Name, PAN No. & address of shareholder with telephone number</i>	<i>Shareholding prior to acquisition</i>	<i>No. and percentage of shares/voting rights acquired</i>	<i>Date of receipt of allotment/advice.</i>	<i>Date of acquisition (specify)</i>	<i>Date of intimation to Company</i>	<i>Mode of acquisition (market purchase/public rights/preferential offer etc.)</i>	<i>Shareholding subsequent to acquisition</i>	<i>Trading member through whom the trade was executed with SEBI Registration No. of the TM</i>	<i>Exchange on which the trade was executed</i>	<i>Buy quantity</i>	<i>Buy value</i>

FORM B

(as prescribed by SEBI under Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 [Regulation 13(2) and (6)]

Regulation 13(2)—Details of shares held or positions taken in derivatives by Director or Officer of a listed company and his dependents

<i>Name, PAN No. & Address of Director/ Officer</i>	<i>Date of assuming office of Director/ Officer</i>	<i>No. & % of shares/voting rights held at the time of becoming Director/ Officer</i>	<i>Date of intimation to company</i>	<i>Mode of acquisition (market purchase/ public/ rights/ preferential offer etc.)</i>	<i>Trading member through whom the trade was executed with SEBI Registration No. of the TM</i>	<i>Exchange on which the trade was executed</i>	<i>Buy quantity</i>	<i>Buy value</i>

Note: The above table shall be applicable with suitable modifications to disclosures for position taken in derivatives also

Annexure – F

Annual Disclosure of Holding by Designated Persons

(On Plain Paper)

Date:

To
The Compliance Officer
Sun Pharma Advanced Research Company Ltd.,

Dear Sir,

STATEMENT OF SHAREHOLDING IN SUN PHARMA ADVANCED RESEARCH COMPANY LTD.

As on 31st March 200_, I/my Dependent Family Members, in the capacity of Sole holder/Joint holder** hold the Securities of the Company, details whereof are as under:

Description of securities:

Name of holder	*F/J	Folio No. (physical form)	No of Securities	DP ID/CLIENTID (electronic form)	No. of Securities

* "F" first holder "J" joint holder

** strike out whichever is not applicable

Yours truly,

Signature : _____ Name : _____
Employee No : _____ Department : _____
Location : _____

Annexure – G

FORM C

(as prescribed by SEBI under Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 [Regulation 13(3) and (6)]

Regulation 13(3) — Details of change in shareholding in respect of persons holding more than 5% shares in a listed Company

<i>Name, PAN No. & address of shareholders</i>	<i>Shareholding prior to acquisition/sale</i>	<i>No. & % of shares/voting rights acquired/sold</i>	<i>Receipt of allotment advice/acquisition of shares/sale of shares specify</i>	<i>Date of intimation to company</i>	<i>Mode of acquisition (market purchase/public rights/preferential offer etc.)</i>	<i>No. & % of shares/voting rights postacquisition/sale</i>	<i>Trading member through whom the trade was executed with SEBI Registration No. of the TM</i>	<i>Exchange on which the trade was executed</i>	<i>Buy quantity</i>	<i>Buy value</i>	<i>Sell quantity</i>	<i>Sell value</i>

Annexure – G

FORM D

(as prescribed by SEBI under Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 [Regulation 13(4) and (6)])

Regulation 13(4) — Details of change in shareholding by Director or Officer of a listed Company and his dependents

<i>Name, PAN No. & Address of Director/ Officer</i>	<i>No. & % of shares/ voting rights held by the Director/ Officer</i>	<i>Date of receipt of allotment/ advice/ acquisition/ sale of shares/ voting rights</i>	<i>Date of intimation to company</i>	<i>Mode of acquisition (market purchase/ public rights/ preferential offer etc.)</i>	<i>No. & % of shares/ post acquisition/ voting rights sale</i>	<i>Trading member through whom the trade was executed with SEBI Registration No. of the TM</i>	<i>Exchange on which the trade was executed</i>	<i>Buy quantity</i>	<i>Buy value</i>	<i>Sell quantity</i>	<i>Sell value</i>

Enclosure – I

GENERAL INFORMATION

1. This Code prohibits the dealing/trading in SPARC's Securities by Designated Persons while in possession of Unpublished Price Sensitive Information (UPSI). This Code also prescribes the procedure for prevention of Insider Trading.
2. Any person who is or was connected with SPARC and who is expected to have access or has access to or is in possession of unpublished Price Sensitive Information is a Designated Person, the person need not have a connection to the Company to be held liable for insider trading, and includes the following persons:
 - i) all the Directors;
 - ii) all the Executive Committee members excluding Directors;
 - iii) all the Permanent Invitees to the Board Meetings and Committee Meetings of SPARC;
 - iv) such other employees /persons, as may be notified by the Compliance Officer;
3. UPSI means an information which relates to SPARC whether directly or indirectly and which, if published, is likely to materially affect the price of SPARC's securities. Some examples of UPSI are:
 - i) periodical financial results;
 - ii) intention of declaration of dividends(interim/final);
 - iii) issue or buy-back or sub division or consolidation of securities;
 - iv) any major expansion plans or execution of new projects;
 - v) amalgamation, mergers, takeovers or reconstruction;
 - vi) disposal of whole or substantial part of the undertaking;
 - vii) any significant changes in policies, plans or operations;
 - viii) such other information as may be specified by the Compliance Officer as price sensitive information.
4. The Designated Persons can deal in SPARC'S Securities anytime during the Trading Period. The "Trading Period" and the "Non-Transaction Period" are defined in the Code.
5. When and how many times during the year the Non-Transaction period will exist?

The Non- Transaction Period will start 7 (seven) days prior to the date of any meeting of the Board of Directors of SPARC and will end 2(two) days after the date of the said Board Meeting. The dates of the Board Meeting will be informed to all the Designated Persons before the start of Non – Transaction Period. Any other Non – Transaction Period will be notified by the Compliance Officer from time to time.
6. All Directors/ Officers and designated persons of the Company and /or their Dependent Family Members, who intend to deal in the securities of the Company, if the aggregate of the Securities involved in all such dealings in a calendar month in case of equity shares exceeds 15,000 or the market value of the same exceeds Rs.5,00,000 (Rupees Five Lacs), whichever is less are required to pre-clear/obtain permission for the transactions from the Compliance Officer of the Company, before entering into such transactions. Pre-

Clearance is to be obtained as per procedure specified in the Insider Trading Rules of the Company.

7. All Directors/Officers/Designated Employees shall execute their order in respect of securities of the company *within one week* after the approval of pre-clearance is given. If the order is not executed within one week after the approval is given, the employee/director must pre clear the transaction again.
8. For obtaining pre-clearance, an application in prescribed form specified in ANNEXURE B to the Code is required to be made to the Compliance Officer indicating all the necessary details. Also an Undertaking as specified in ANNEXURE C to the Code will be required to be submitted.
9. A person can get the clearance within 3(three) working days from the receipt by the Compliance Officer of the application together with the necessary Undertaking.

If clearance is not received from the Compliance Officer within the said period, then the requested deal shall be deemed as cleared by the Compliance Officer.

10. All Directors/ Officers and Designated Persons of the company of the Company on entering into a transaction in Company's security, in case of change in holdings from the last disclosure made, which is Rs.5 lakh in value or 25,000 shares or 1% of total shareholding whichever is lower, have to directly inform the Stock Exchanges in the prescribed Form, in addition to informing the Company within Two working days, in the Form specified in the Insider Trading Rules of the Company.
11. Directors, officers and designated employees who buy or sell shares can't carry out a reverse transaction i.e. sell or buy any number of shares within six months, following the prior transaction.
12. There is an absolute prohibition on entering trades in the derivatives segment, if any, of the Company's shares at any time.
13. Following disclosures are required:

Initial disclosure of holdings in SPARC's Securities within 15 days from the effective date of the Code or on the date of joining SPARC in the form specified in ANNEXURE E.

Annual disclosure of the holding in SPARC's Securities as on 31st March every year, on or before 15th April of that year in the form specified in ANNEXURE F.

Continual disclosure of the change in holding in SPARC's Securities, if the change exceeds the specified limits, in the form specified in ANNEXURE G.

14. You need to make "NIL" or actual initial disclosure in respect of your holdings and need to give details of holding by your Dependant Family Members as well. In case you purchase SPARC's Securities then you need to make application for pre-clearance in respect of such proposed acquisition/ purchase of Securities followed by regular annual disclosures till your holding reduces to zero.

15. You need to include your Dependant Family Member's transactions in the prescribed disclosures. This covers all the dependant members of your Family as declared by you in the initial disclosure or subsequent modification in dependant family members, as declared by you.
16. You will have to submit your disclosure/s in ANNEXURE E and you are also required to obtain clearance for the dealings/trading in SPARC's Securities of your Dependant Family Member as provided under chapter IV of the SPARC Code.

Family members of the Designated persons which are covered by the Code are the ones who may be financially dependant on him/her and may include but will not be restricted to the following.

Father, Mother, Son including step-son, Son's wife, Daughter including step-daughter, Father's father, Father's mother, Son's son, Daughter's son, Brother including step-brother, Brother's wife, Sister including step-sister, Sister's husband etc.

For any clarification you can approach the Compliance Officer, Ms. Meetal S. Sampat, at Telephone Number : 022- 6645 5645 Fax : 022- 6645 5685

E-mail Id : meetal.sampat@sparcmail.com