

Sun Pharmaceutical Industries Limited

Sun House, Plot No. 201 B/1,
Western Express Highway, Goregaon (E),
Mumbai – 400 063, Maharashtra, INDIA.

Tel. : (91-22) 4324 4324

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Website: www.sunpharma.com

Email: secretarial@sunpharma.com

CIN: L24230GJ1993PLC019050



December 05, 2023

National Stock Exchange of India Limited

Scrip Symbol: SUNPHARMA

BSE Limited

Scrip Code: 524715

Sub: Intimation of closure of Sun Pharma ESOP Trust

This is to inform you that Sun Employee Stock Option Plan 2015 has been concluded and all the obligations under the same having been fulfilled, the Deed of Extinction has been executed on December 05, 2023. A copy of Deed of Extinction is enclosed herewith.

This is for your information and records.

Thank You,

For Sun Pharmaceutical Industries Limited

(Anoop Deshpande)

Company Secretary & Compliance Officer

ICSI Membership No.: A23983

Encl.: As above.

Registered Office: SPARC, Tandalja, Vadodara – 390 012, Gujarat, INDIA.

Reaching People. Touching Lives.



MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८०००००६
- 8 SEP 2023
सकल अधिकारी

श्री. आरुण कि. किरडे

DEED OF EXTINCTION

THIS DEED OF EXTINCTION TO THE TRUST DEED OF SUN PHARMA ESOP TRUST (hereinafter referred to as "Deed of Extinction") is made this 5th day of December, 2023.

BETWEEN

Sun Pharmaceutical Industries Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at SPARC, Tandalja, Vadodara-390012, Gujarat, (hereinafter referred to as the "Settlor" or the "Settlor Company" and this expression unless it be repugnant to the context or meaning thereof, shall include its successors and assigns), represented by Mr. Anoop Deshpande, Company Secretary & Compliance Officer of the Settlor Company of the FIRST PART

AND

1. Ms. Meetal Sampat, D/o Mr. Sharad Jamnadas Sampat, aged 43 years, and resident of 303, Sandy Flama, Dosti Flamingos Complex, Tokersi Jivraj Road, Parel - Sewree, Mumbai - 400015, Maharashtra.
2. Mr. Akshay Wadhwa, S/o Mr. Ved Parkash, aged 43 years, and resident of H-65, 2nd Floor, Residency Greens, Sector 46, Gurgaon, Haryana.

Anoop *Sampat* *Akshay* *Meetal*

Mr. Kedar Senapati, S/o Mr. Dhobei Charan Senapati, aged 56 years, and resident of 510/C-Wing Lakeside CHS. Ltd., Raheja Vihar, Chandivali Studio, Powai, Mumbai - 400072, Maharashtra.

all Indian inhabitants, employees of the Settlor Company (hereinafter referred to as "the Trustees"), of the SECOND PART.

WHEREAS:

- A. The Sun Pharma ESOP Trust ("Trust") was originally known as Ranbaxy ESOP Trust settled vide trust deed dated 28th June 2011 ("Original Trust Deed"). Pursuant to Ranbaxy Laboratories Limited's merger into the Settlor Company vide scheme of arrangement as approved by the Hon'ble High Court of Punjab & Haryana at Chandigarh and Gujarat at Ahmedabad, the Original Trust Deed was amended vide Deed of amendment dated 29th May 2015 with a view to change the Settlor, the subject matter employee stock option plan, and the Trustees, keeping other operative parts of the Original Trust Deed intact (hereinafter, the Original Trust Deed along with its deed of amendment dated 29th May 2015 is referred to as the "Trust Deed").
- B. Ms. Poonam Bharti, resident of 702, Tower 3, The Palms South City 1, Gurgaon – 122001 Haryana, had resigned as a Trustee from the Board of Trustees of the Trust and the Settlor being empowered under the Sub-clause 11.2 of the Trust Deed and with the consent of the Settlor, the Board of Trustees had accepted such resignation.
- C. Provisions of Sub-clause 11.2 of the Trust Deed confer a power on the Settlor to appoint a new Trustee and that with the consent of the Settlor, the Board of Trustees had appointed a new Trustee Mr. Akshay Wadhwa S/o Mr. Ved Parkash, aged 43 years, and resident of H-65, 2nd Floor, Residency Greens, Sector 46, Gurgaon, Haryana.
- D. Mr. Jagdish Sanghavi, S/o Mr. Trambaklal Gopalji Sanghavi, and resident of B-2, 1004, Breezy Corner, Mahavir Nagar, Kandivali (W), Mumbai 400067, Maharashtra, had resigned as a Trustee from the Board of Trustees of the Trust and the Settlor being empowered under the Sub-clause 11.2 of the Trust Deed and with the consent of the Settlor, the Board of Trustees had accepted such resignation.
- E. Provisions of Sub-clause 11.2 of the Trust Deed confer a power on the Settlor to appoint a new Trustee and that with the consent of the Settlor, the Board of Trustees had appointed a new Trustee Mr. Kedar Senapati S/o Mr. Dhobei Charan Senapati, aged 56 years, and resident of 510/C-Wing Lakeside CHS. Ltd., Raheja Vihar, Chandivali Studio, Powai, Mumbai – 400072; Maharashtra.
- F. The Trust has been in operation with an objective to facilitate the administration and implementation of the Settlor's employee stock option plan namely the Sun Employee Stock Option Plan – 2015 ("ESOP 2015").

Anoop

Rampal

Ashwaj

Senapati



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- G. It is provided at Clause 15 of the Original Trust Deed that the Trust shall be extinguished or dissolved or wound-up after the objects of the Trust are achieved. It is also provided that the Trust shall be extinguished when its purpose is completely fulfilled.
- H. The ESOP 2015 has been closed as confirmed vide Settlor's Board of Directors' resolution dated November 01, 2023 approving the termination of ESOP 2015 along with approval for winding-up of the Trust pursuant to Sub-clause 15.3 of the Original Trust Deed as the Trust's object is completely fulfilled. Further, as on date, there are no assets and liabilities with the Trust.
- I. In view of the aforesaid, the Settlor and the Trustees desirous of extinguishing the Trust by executing this Deed of Extinction have acted in terms stated as under.

NOW, THEREFORE, THIS DEED OF EXTINCTION WITNESSETH AS FOLLOWS:

1. That Ms. Poonam Bharti, resident of 702, Tower 3, The Palms South City 1, Gurgaon – 122001 Haryana, had resigned from the position of the Trustee of the Trust with effect from June 13, 2016, being noted by the Board of Trustee of the Trust at its meeting held on June 14, 2016.
2. That with a view to fill up the Trustee position, Mr. Akshay Wadhwa S/o Mr. Ved Parkash, aged 43 years, and resident of H-65, 2nd Floor, Residency Greens, Sector 46, Gurgaon, Haryana, has been appointed as a Trustee pursuant to provisions of Sub-clause 11.2 of the Trust Deed and that all the provisions as to Trustee's powers, obligations, duties and other provisions of the Trust Deed shall apply as apply to original Trustees of the Trust with effect from June 14, 2016, being the date of appointment pursuant to resolution dated June 14, 2016, of the Board of Trustees.
3. That Mr. Jagdish Sanghavi, S/o Mr. Trambaklal Gopalji Sanghavi, and resident of B-2, 1004, Breezy Corner, Mahavir Nagar, Kandivali (W), Mumbai 400067, Maharashtra, had resigned from the position of the Trustee of the Trust with effect from November 27, 2019, being noted by the Board of Trustee of the Trust at its meeting held on February 17, 2020.
4. That with a view to fill up the Trustee position, Mr. Kedar Senapati S/o Mr. Dhobei Charan Senapati, aged 56 years, and resident of 510/C-Wing Lakeside CHS. Ltd., Raheja Vihar, Chandivali Studio, Powai, Mumbai – 400072, Maharashtra, has been appointed as a Trustee pursuant to provisions of Sub-clause 11.2 of the Trust Deed and that all the provisions as to Trustee's powers, obligations, duties and other provisions of the Trust Deed shall apply as apply to original Trustees of the Trust with effect from February 17, 2020, being the date of appointment pursuant to resolution dated February 17, 2020, of the Board of Trustees.

[Signature]

[Signature]

[Signature]

[Signature]





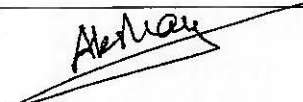

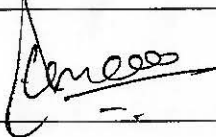
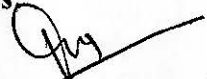
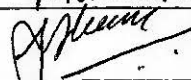


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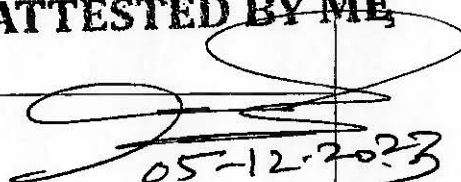
That the Trust Deed shall stand terminated with effect from the date of this Deed of Extinction.

- 6. That the Settlor shall settle lawful claim(s), if any, made by any person(s) connected with the Trust or by the beneficiary(ies) of the Trust arising out of the Trust operations or ESOP 2015, on or after this date, as determined in accordance with the relevant applicable laws.
- 7. The Settlor and the Trustees represent and warrant that they have the respective requisite power and authority to execute this Deed of Extinction and the execution whereof has been duly authorized by all the necessary actions on their respective parts.

IN WITNESS WHEREOF, THE SETTLOR CAUSED THIS DEED OF EXINTICTION TO BE DULY EXECUTED AS OF THE DAY, MONTH AND YEAR HEREINABOVE WRITTEN

<p>Signed, sealed and delivered for and on behalf of the Settlor by</p> <p>Anoop Deshpande Company Secretary and Compliance Officer</p>	 
<p>Signed, sealed and delivered by the named Trustees:</p> <p>Ms. Meetal Sampat</p>	 
<p>Mr. Akshay Wadhwa</p>	 
<p>Mr. Kedar Senapati</p>	
<p>Witnesses:</p> <p>1.  Name: VIRENDER KHANDURE Address: SUN HOUSE, Plot No. 201 B/1, Western Express Highway, Goregaon (E), Mumbai - 400063</p> <p>2.  Name: ASHOK YADAV Address: SUN HOUSE, Plot No. 201 B/1, WESTERN EXPRESS HIGHWAY, GOREGAON (E), MUMBAI - 400063.</p>	

ATTESTED BY ME


05-12-2023

SANJAY KUMAR PANDEY
Advocate & Notary Govt. Of India
Room No.7, Swami Krishna Nand Chawl,
Swami Compound, Near Marathi School,
Opp. Highway Goves Road, Jogeshwar East
Mumbai - 400060

NOTED AT SR NO. 1553
IN THE NOTARIAL REGISTER