SUNKIND INDIA LIMITED

Code of Conduct for Prohibition of Insider Trading

I. INTRODUCTION

The Board of Directors of the Company has adopted this code of conduct to regulate, monitor and report trading by all Insiders including the Designated Persons and their Immediate Relatives as defined in this Code ("**Code**") to comply with the SEBI (Prohibition of Insider Trading) Regulations, 2015 (as amended from time to time) ("**SEBI PIT Regulations**"). The Company is required to ensure that the Code is compliant with the SEBI PIT Regulations. For ease of reference, Regulation 9(1) of the SEBI PIT Regulations, pursuant to which the Company derives this obligation, is reproduced herein below:

"The board of directors of every listed company and the board of directors or head(s) of the organisation of every intermediary shall ensure that the chief executive officer or managing director shall formulate a code of conduct with their approval to regulate, monitor and report trading by its designated persons and immediate relatives of designated persons towards achieving compliance with these regulations, adopting the minimum standards set out in Schedule B (in case of a listed company) and Schedule C (in case of an intermediary) to these regulations, without diluting the provisions of these regulations in any manner."

All Directors of the Company, Designated Persons and their Immediate Relatives, in addition to the SEBI PIT Regulations and this Code, shall be bound by the Act, as amended from time to time. In the event of any conflict between this Code and the SEBI PIT Regulations, the SEBI PIT Regulations shall prevail.

II. OBJECTIVES

Trading on insider information is not only illegal, but also tarnishes the Company's reputation and credibility. The Company is committed to ensure transparency and fairness in dealing with all stakeholders of the Company. Any appearance of impropriety, however inadvertent, on the part of any Designated Person of the Company could seriously harm the Company's reputation, besides invoking penalties and disciplinary actions from the regulatory authorities.

This Code aims to guide the Designated Persons and their Immediate Relatives to:

• Adhere to applicable regulations issued by the Securities and Exchange Board of India ('SEBI') in letter and spirit.

• Preserve the confidentiality of, and prevent the misuse of any Unpublished Price Sensitive Information.

III. Definitions

The following words, expressions and derivations therefrom shall have the meanings assigned to them as under, unless the context otherwise requires:-

1) **"Act"** shall mean the Securities and Exchange Board of India Act, 1992.

2) **"Audit Committee'"** means the committee of the Board constituted pursuant to Section 177 of the Companies Act, 2013 read with Regulation 18 of the SEBI (Listing Obligations

Sunkind Limited
Gurugram

and Disclosure Requirements) Regulation, 2015, as amended.

3) "**Board**" shall mean the board of Directors of the Company.

4) "**Company**" means Sunkind India Limited.

5) "**Compliance Officer**" means the company secretary or any other senior officer as may be appointed by the Board of Directors, and who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under the SEBI PIT Regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of Unpublished Price Sensitive Information, monitoring of Trades and implementation of the codes specified under the SEBI PIT Regulations under the overall supervision of the Board.

6) "**Connected Person**" shall have the meaning ascribed to such term under the SEBI PIT Regulations.

7) "**Contra trade**" means a Trade or transaction which involves buying or selling Securitiesof the Company and within six months trading or transacting in an opposite transaction involving sell or buy following the prior transaction.

8) "**Designated Person**" shall consist of:
   - i Promoters and members of the Promoter Group of the Company.
   - ii Directors and Key Managerial Personnel of the Company and its material subsidiaries.
   - iii Employees named in the Corporate Organization Chart of the Company from time to time;
   - iv Executive Secretaries of Directors, Key Managerial Personnel and Executive Officers of the Company, any other support staff of the company, such as IT staffor secretarial staff who are likely to have access to UPSI.
   - v Any other person designated by the Company on the basis of their functional role and such function would provide access to UPSI.

9) "**Director**" shall have the meaning assigned to it under the Companies Act, 2013.

10) **"Fair Disclosure Policy"** shall have the meaning ascribed to such term in Annexure 1 of the Code.

11) **"Generally available information"** means information that is accessible to the public on a non-discriminatory basis and shall not include unverified event or information reported in print or electronic media. For example, information which is published on the website of stock exchange(s) where the Securities of the Company are listed or published by way of a press release by the Company, would ordinarily be considered generally available.

12) "**Immediate Relative**" means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, if they are either dependent financially on such

Sunkind India Limited Gurugram

person, or consults such person in taking decisions relating to Trading in Securities.

13) "**Insider**" means any person who is:

i. A Connected Person or
ii. In possession of or having access to UPSI.

14) "**Key Managerial Personnel**" shall have the meaning assigned to it under the Companies Act, 2013.

15) **"Leak of UPSI"** shall refer to such act / circumstance(s) by virtue of which an UPSI is made available or becomes available, by any means or mode to any person, association, body, firm, agency, society, entity or to a group thereof, whether registered or otherwise before its official publication or announcement or formal circulation in public domain and which shall also include any purported attempt thereof.

Explanation: It covers the instances where the UPSI has been shared by a person to any person, association, body, firm, agency, society, entity or to a group thereof except in compliance with applicable law.

16) "**Legitimate purpose**" shall have the meaning assigned to such term in paragraph 9 of Annexure 1 to this Code.

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

18) **Promoter and Promoter Group**:

"**Promoter**" shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.

"**Promoter Group**" shall have the meaning assigned to it under the SEBI (Issue of Capitaland Disclosure Requirements) Regulations, 2018 or any modification thereof.

19) "**Securities**" shall have the meaning assigned to it under the Securities Contracts (Regulations) Act, 1956 or any modification thereof and includes ADS.

20) "**Trading**" or "Trade means and includes subscribing, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell, pledge (including revocation or invocation thereof), deal in the Company's Securities either directly or through portfolio management services, and "trade" shall be construed accordingly.

21) "**Trading day**" means a day on which the recognized stock exchanges are open for trading.

22) **"Unpublished Price Sensitive Information" ("UPSI")** means shall have the meaning

ascribed to such term under the SEBI PIT Regulations.

23)**'Whistle-blower'** means an employee who reports instance of leak of Unpublished Price Sensitive Information under this Code.

IV. RESPONSIBILITIES AND DUTIES OF THE COMPLIANCE OFFICER

i. The Compliance Officer shall be responsible, under the overall supervision of the Board of Directors of the Company, for ensuring compliance of the policies, procedures, maintenance of records, monitoring, adherence to the rules for the preservation of UPSI, monitoring of Trades as per the Code, implementation of the Code, maintaining records of the Designated Persons and their Immediate Relatives, the structured digital database as per this Code and any updation thereto and providing guidance and clarifications sought by the Designated Persons regarding the SEBI PIT Regulations and the Code.

ii. The Compliance Officer shall discharge other functions and duties as prescribed in the Code and the SEBI PIT Regulations.

iii. The Compliance Officer shall monitor, review and approve all trading plans.

iv. The Compliance Officer shall, based on his discretion and occurrence of specific events detailed in this Code, regulate and monitor the Trading Window of the Securities of the Company.

v. The Compliance Officer shall report to the board of directors and in particular, shall provide reports to the Chairman of the Audit Committee, if any, or to the Chairman of the board of directors at least once in a financial year.

vi. The Compliance Officer shall inform the stock exchange(s), where the securities of the Company are traded, promptly in case it is observed that there has been any violation of the SEBI PIT Regulations.

V. PRESERVATION OF UNPUBLISHED PRICE SENSITIVE INFORMATION

i. All confidential information/ Unpublished Price Sensitive Information shall be handled within the Company on a 'need-to-know' basis and no Unpublished Price Sensitive Information shall be communicated to any person except in furtherance of Legitimate Purposes, performance of duties or in discharge of legal obligations.

'Need to know' basis means that Unpublished Price Sensitive Information should be disclosed only to those within the Company who need the information in furtherance to legitimate purpose or to perform their duty or discharge legal obligations and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of information.

ii. Any Unpublished Price Sensitive Information directly received by any Designated Person or his/ her Immediate Relative, not entitled or required to have access of such information in its ordinary course of business or performance of duties or discharge of his/ her/ their legal obligations should immediately be reported to the respective head of the department or the Compliance Officer.

Sunbind India Limited
Gurugram

iii. Files containing confidential information/ Unpublished Price Sensitive Information shall be kept secure. Computer files shall have adequate security of login and passwords, etc. Guidelines for maintenance of electronic records and systems may be prescribed by the Company from time to time in consultation with the person in-charge of the information technology function of the Company.

VI. CHINESE WALL

i. To prevent the misuse of Unpublished Price Sensitive Information, the Company has adopted the 'Chinese Wall' policy which separates those areas of the Company which routinely have access to Unpublished Price Sensitive Information, considered 'inside areas' from other areas or departments, considered 'public area'.

ii. Under the said policy:

1. The Designated Persons in the inside area shall not communicate any Unpublished Price Sensitive Information to anyone in the public area;
2. The Designated Persons in the inside area may be physically segregated from Employees in public areas;
3. The Designated Persons within the inside area of the Chinese Walls have a responsibility to ensure that the Chinese Wall is not breached deliberately or inadvertently. Known or suspected breaches of the Chinese Wall must be referred to the Compliance Officer immediately.
4. The establishment of Chinese Walls is not intended to suggest that within inside areas material, confidential information can circulate freely. Within inside areas, the obligation to communicate, provide, or allow access to any Unpublished Price Sensitive Information only on a need-to-know basis shall be in effect.

VII. COMMUNICATION OF UNPUBLISHED PRICE SENSITIVE INFORMATION

i. No Designated Persons shall communicate, provide, or allow access to any Unpublished Price Sensitive Information, relating to the Company or 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.

ii. No person shall procure from or cause the communication by any Designated Person of Unpublished Price Sensitive Information, relating to the Company or Securities listed or proposed to be listed, except in furtherance of Legitimate Purposes, performance of duties or discharge of legal obligations.

iii. Notwithstanding anything contained in this Code, any Unpublished Price Sensitive Information may be communicated, provided, allowed access to, or procured, in connection with a transaction that would:

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

Mankind India Limited ★ Gurugram ★

2. not attract the obligation to make an open offer under the Takeover Regulations but where the Board of Directors of the Company is of the informed opinion that sharing of such information is in the best interests of the Company and the information that constitutes Unpublished Price Sensitive Information 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 of Directors may determine to be adequate and fair to cover all relevant and material facts.

VIII. PROHIBITION ON INSIDER TRADING

1. No Designated Person and/or their Immediate Relatives shall, directly or indirectly, –

   i. Trade in Securities of the Company that are listed or proposed to be listed when in possession of UPSI;

   ii. Trade in Securities of the Company except when the Trading Window is open and the Insider is not in possession of UPSI; and

   iii. provide advise/ tips to any third party on trading in Company's securities while in possession of UPSI.

   Provided that the Designated Person and their Immediate Relatives may prove their innocence by demonstrating the circumstances including the following:

   (a) a transaction that is an off-market inter-se transfer between Insiders who were in possession of the same UPSI without being in breach of these Rules and both parties had made a conscious and informed Trade decision;

   Provided further that such off-market trades shall be reported by the Designated Person to the Company within 2 (two) working days. The Company shall notify the particulars of such trades to the stock exchange on which the Securities are listed within 2 (two) Trading Days from receipt of the disclosure or from becoming aware of such information.

   (b) a transaction carried out through block deal window mechanism between persons who were in possession of UPSI without being in breach of these Rules and both parties had made a conscious and informed Trade decision;

   (c) a transaction carried out pursuant to statutory or regulatory obligation to carry out a bona fide transaction;

   (d) a transaction undertaken pursuant to the exercise of stock options and the exercise price is pre-determined with applicable regulations; and

   (e) Trades pursuant to a Trading Plan (*as defined below*) set up in accordance with these Rules and SEBI Regulations.

When a person has Traded in securities while in possession of UPSI, his Trades would be presumed to have been motivated by the knowledge and awareness of such information in

Sun India Limited ★ Gurugram ★

his possession.

IX. PROHIBITION IN DEALING IN SECURITIES OTHER THAN DURING A VALID TRADING WINDOW

1) All Designated Persons and/or their Immediate Relatives shall execute Trades in the Securities of the Company only in a valid Trading Window prescribed hereunder and shall not execute any trade deal in any transaction involving the purchase or sale of the Company's Securities including position in derivatives during the period when the Trading Window is closed.

2) The Trading Window shall be closed when the Compliance Officer determines that Designated Persons or any class of Designated Persons and/ or their Immediate Relatives can reasonably be expected to have possession of Unpublished Price Sensitive Information. Such closure shall be imposed in relation to such Securities to which such Unpublished Price Sensitive Information relates. Designated Persons and/or their Immediate Relatives shall not Trade in Securities when the Trading Window is closed. In any case, Trading restriction shall commence from the end of every half year till 48 (forty eight) hours after the declaration of financial results. Further, care should be taken that the gap between clearance of the accounts by the Audit Committee and the Board should be as narrow as possible and preferably on the same day to avoid leakage of material information.

3) The Compliance Officer after taking into account various factors including the Unpublished Price Sensitive Information in question becoming Generally Available Information and being capable of assimilation into the market, shall decide the timing for re-opening of the Trading Window, which however shall not in any event be earlier than 48 (forty eight) hours after the information becoming Generally Available Information.

4) The trading window restriction shall not apply for below cases;

   i. off-market *inter-se* transfer between insiders who were in possession of the same UPSI without violating the Code and both parties had made a conscious and informed trade decision.

   ii. transaction carried out through the block deal window mechanism between persons who were in possession of the UPSI without violating the Code and both parties had made a conscious and informed trade decision

   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 in respect of which the exercise price was pre-determined in compliance with applicable regulations.

   v. trades executed as per the Trading Plan set up in accordance with the Code.

Sunkind India Limited
Gurugram

vi. pledge of shares for a bona fide purpose such as raising of funds, subject to pre-clearance by the Compliance Officer.

vii. transactions undertaken in accordance to respective regulations made by SEBI, such as acquisition by conversion of warrants or debentures, subscribing to rights issue, further public issue, preferential allotment or tendering of shares in a buy-back offer, open offer, delisting offer or transactions which are undertaken through such other mechanism as may be specified by SEBI from time to time.

X. Pre-clearance of Trading

5) All Designated Persons who intend to Trade in Securities of the Company (either in their own name or through their Immediate Relatives) i.e. buy or sell Securities during the trading window open period and if the value of the securities likely to be traded above the minimum threshold limit as specified by the Board, during a valid trading period, shall obtain pre-clearance of the transactions by making an application in the format set out in Annexure 2 to the Compliance Officer indicating the estimated number of units of Securities that the Designated Person or Immediate Relative(s) intends to trade andsuch other details as specified in the form and also declare that the applicant is not in possession of UPSI as per Annexure 2.

6) The Compliance Officer shall not approve any proposed Trade by Designated Person if the Compliance Officer determines that such Designated Person is in possession of UPSI even though the trading window is open.

7) The Compliance Officer may, after being satisfied that the application and undertaking are true and accurate, approve Trading by a Designated Person, on the condition that the Trade so approved shall be executed within seven trading days following the date of approval.

8) The Board of Directors of the Company shall be the approving authority for the pre-clearance application of Compliance Officer.

9) The Designated Person shall, within two days of the execution of the Trade, submit the details of such Trade to the Compliance Officer as per Annexure 3. In case the transaction is not undertaken, a report to that effect shall be filed in the said form.

10) If the pre-cleared Trade is not executed within seven trading days after the approvals given, the Designated Person must secure pre-clearance of the transaction again.

11) Pre-clearance of Trades shall not be required for a trade executed as per an approved trading plan.

12) A Designated Person who Trades in securities of the Company without complying with the pre-clearance procedure as envisaged in these Rules or gives false undertakings and/or makes misrepresentations in the undertakings executed by him/her while complying with the pre-clearance procedure shall be subjected to the penalties as envisaged in these Rules.

Sunwind India Limited
Gurugram

XI. THRESHOLD LIMIT

Pre-clearance shall not be necessary, if the value of the Securities Traded, whether in one transaction or a series of transactions over a calendar quarter, aggregates to a Traded value not in excess of Rs. 6,00,000 (Rupees Six lakhs).

XII. VALIDITY OF PRE-CLEARANCE PERIOD

Designated Persons shall complete the execution of their pre-cleared deals in respect of Securities of the Company no later than 7 (seven) Trading Days after the approval of pre-clearance is given. If the dealing is not executed within 7 (seven) Trading Days after the approval is given, preclearance shall be required to be obtained again.

XIII. Additional Trading restrictions on Designated Persons

1) No Insiders shall enter into derivative transactions in respect of Securities of the Company.

2) All Designated Persons who trade in Securities of the Company shall not enter into a Contra Trade during the next six months following the prior transaction. In case of any 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.

3) The above restriction on Contra Trade shall not apply in case of exercise / sale of employee stock option plan ("ESOP") shares provided the Designated Persons do not possess UPSI and the sale is executed when the trading window is open and afterobtaining pre-clearance.

XIV. Trading Plan

1) All Designated Persons shall be entitled to formulate a trading plan and present it to the Compliance Officer for approval and public disclosure pursuant to which Trades may be carried out on his behalf in accordance with such plan. An application for pre-clearance of trading plan shall be made to the Compliance Officer in the format attached hereto as Annexure 3.

2) Such Trading plan shall:

   i) not entail commencement of trading earlier than one hundred and twenty calendar days (120 calendar days) from the public disclosure of the plan;

   ii) not entail overlap of any period for which another trading plan is already in existence;

   iii) not entail overlap of any period for which another trading plan is already in existence;

      a) either the value of trades to be effected or the number of Securities to be traded;

      b) nature of the trade;

Sunkind India Limited Gurugram

c) either specific date or time period not exceeding five consecutive trading days;

d) price limit, that is an upper price limit for a buy trade and a lower price limit for a sell trade, subject to the range as specified below:

i. for a buy trade: the upper price limit shall be between the closing price on the day before submission of the trading plan and upto twenty percent higher than such closing price;

ii. for a sell trade: the lower price limit shall be between the closing price on the day before submission of the trading plan and upto twenty percent lower than such closing price.

Note:

(i) While the parameters in sub-clauses (a), (b) and (c) shall be mandatorily mentioned for each trade, the parameter in sub-clause (d) shall be optional.

(ii) The price limit in sub-clause (d) shall be rounded off to the nearest numeral.

(iii) Insider may make adjustments, with the approval of the compliance officer, in the number of securities and price limit in the event of corporate actions related to bonus issue and stock split occurring after the approval of trading plan and the same shall be notified on the stock exchanges on which securities are listed.

(iv) not entail Trading in Securities for market abuse.

3) The Compliance Officer shall review the trading plan to assess whether the plan would have any potential to violate the Insider Trading Regulations and/or this Code and shall be entitled to seek such express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan.

Provided that pre-clearance of Trades shall not be required for a Trade executed in accordance with an approved trading plan.

Provided further that Trading Window norms shall not be applicable for trades carried out in accordance with an approved trading plan.

4) The Trading Plan once approved shall be irrevocable and the Designated Person shall mandatorily have to implement the plan, without being entitled to either execute any Trade in the Securities outside the scope of the trading plan or to deviate from it except due to permanent incapacity or bankruptcy or operation of law.

Provided that the implementation of the trading plan shall not be commenced if any Unpublished Price Sensitive Information in possession of the Insider at the time of formulation of the plan has not become Generally Available Information at the time of the commencement of implementation.

Provided further that if the insider has set a price limit for a trade as specified above, the insider shall execute the trade only if the execution price of the security is within such limit. If price of the security is outside the price limit set by the insider, the trade shall not be executed.

Sunkind Limited
Gurugram

Explanation: In case of non-implementation (full/partial) of trading plan due to permanent incapacity or bankruptcy or operation of law or failure of execution of trade due to inadequate liquidity in the scrip, the following procedure shall be adopted:

i) The insider shall intimate non-implementation (full/partial) of trading plan to the compliance officer within two trading days of end of tenure of the trading plan with reasons thereof and supporting documents, if any.

ii) Upon receipt of information from the insider, the compliance officer, shall place such information along with his recommendation to accept or reject the submissions of the insider, before the Audit Committee in the immediate next meeting. The Audit Committee shall decide whether such non-implementation (full/partial) was bona fide or not.

iii) The decision of the Audit Committee shall be notified by the compliance officer on the same day to the stock exchanges on which the securities are listed.

iv) In case the Audit Committee does not accept the submissions made by the insider, then the compliance officer shall take action as per the penalty provided in this Code.

The compliance officer shall approve or reject the trading plan within two trading days of receipt of the trading plan and notify the approved plan to the stock exchanges on which the securities are listed, on the day of approval.

XV. Penalty for Insider Trading

i. An Insider who acts in contravention of these Rules shall be liable to have his services or relationship with the Company, as the case may be, terminated.

ii. Directors, Officers and employees of the Company who violate these rules shall be subject to disciplinary action by the Company, which may include wage freeze, suspension, recovery, clawback etc. and ineligibility for future participation in the Company's stock option plans or termination.

iii. The stock exchanges or any other appropriate regulatory authority may also be informed of the violation of this Code / Regulations in such form and such may be specified by SEBI from time to time, so that appropriate action may be taken.

iv. Any amount collected as penalty under this Code shall be credited to the Investor Protection and Education Fund administered by SEBI.

XVI. Disclosure requirements

i. Initial Disclosure:

a. Every person, on appointment as a Key Managerial Personnel or a Director of the Company or upon becoming a Promoter or member of the promoter group, shall disclose his / her and Immediate Relatives' holding of Securities of the Company as on the date of appointment or becoming a Promoter, to the Company within

Gurugram

seven days of such appointment or becoming a promoter, as per Annexure 4.

b. Every Designated Person shall disclose details like Permanent Account Number or any other identifier authorized by law, names of educational institutions from which they have graduated and names of their past employers for the following: (i) Immediate Relative; (ii) persons with whom such Designated Person(s) shares a material financial relationship; (iii) phone and mobile numbers which are used by them.

ii. Continual Disclosure:

a. Every Promoter, member of the Promoter Group, Designated Person and Director of the Company shall disclose the number of Securities acquired or disposed of within two trading days of such transaction if the value of the Securities Traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a Traded value in excess of INR 10,00,000 (ten lakh rupees) or such other value prescribed under SEBI Regulations or other applicable law, as per Annexure 5.

b. Every company shall notify the particulars of such trading to the stock exchange on which the securities are listed within two trading days of receipt of the disclosure or from becoming aware of such information.

iii. Annual Disclosure and Continual Disclosure.

The Designated Person shall disclose to the Company within 30 (thirty) days from the end of the financial year and on continual disclosure basis, as and when the following information changes, within 30 (thirty) days of such change:

i) names of Immediate Relatives;
ii) persons with whom he/she shares a Material Financial Relationship;
iii) the permanent account numbers or any other identifiers authorized by law of the persons set out in (i) and (ii) above; and
iv) the phone number(s) and mobile number(s) of persons set out in (i) and (ii) above.
v) Names of educational institutions from which Designated Persons have graduated.
vi) Names of past employers of the Designated Persons.

XVII. POWERS TO INVESTIGATE OFFENCES

In relation to any offences by Designated Persons shall:

a) Serve a notice on the Designated Person. Provided that, if the Board is of the opinion that it is necessary in the interest of the Company, it can initiate such proceedings without serving any notice.

b) Investigate such records and documents in his/ her possession or in the possession of the Company.

Sunkind India Limited
Gurugram

c) Record reasons of the Designated Person in writing.

XVIII. PENALTY FOR CONTRAVENTION

Designated Persons shall be individually responsible for complying with the applicable provisions of this Code (including to the extent the provisions hereof are applicable to their Immediate Relatives).
Any instance of violation of this Code shall be reported to the Audit Committee or any other Committee of the Board designated for this purpose by the Board.

On the basis of reporting, the authorized Committee shall examine the genuineness of the reporting before initiating the inquiry.

The members of the committee shall immediately upon ascertainment of the genuineness of the reported Leak of UPSI, initiate the enquiry.

Any Insider who violates this Code may be penalized and appropriate action may be taken against him/ her, which inter-alia may extend to wage freeze, cancellation of contract, clawback, recovery of profits from the made in the trade, suspension, elimination from employee stock options plan and/ or removal from services of the Company.

The Audit Committee shall have the authority to take appropriate action against Insiders for violation of this Code.

Any instance of violation of the SEBI PIT Regulations shall be placed before the Board and if deemed fit by the Board such instances of violation shall be reported to the Securities Exchange Board of India.

Action taken by the Company for violation of the Regulations or this Code against any person will not preclude SEBI from taking any action for violation of the Regulations or any other applicable laws/rules/regulations.

XIX. PROTECTION TO EMPLOYEES/INFORMANT

Any employee (whether regular or contractual) or a Director who reports, or renders assistance to the SEBI in relation to violations/ alleged violations of insider trading laws in accordance with the Informant mechanism as provided under Chapter IIIA of the Insider Trading Regulations will be protected against any discharge, termination, demotion, suspension, threats, discrimination and harassment, either directly or indirectly.

XX. AMENDMENT TO THIS CODE

This Code shall be subject to review and be amended from time to time, as may be deemed necessary and in accordance with any regulatory amendments.

Sunkind India Limited
Gurugram

Annexure 1

CODE OF PRACTICES AND PROCEDURES FOR FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION ("FAIR DISCLOSURE POLICY")

For the purpose of fair disclosure of Unpublished Price Sensitive Information, the Company adopts the following principles:

1) The Compliance Officer or any other person as may be authorised by the Board shall act as the Chief Investor Relations Officer for the purpose of dissemination of information and disclosure of Unpublished Price Sensitive Information.

2) The Company shall promptly disclose 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, subject to the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('SEBI Listing Regulations').

3) The Company shall follow uniform and universal dissemination of Unpublished Price Sensitive Information to avoid selective disclosure.

4) The Company shall promptly disseminate Unpublished Price Sensitive Information that gets disclosed selectively, inadvertently or otherwise to make such information generally available.

5) The Company shall make appropriate and fair response to queries on news reports and requests for verification of market rumours by regulatory authorities.

6) The Company through its representative(s) would participate in meetings with analysts, media persons and institutional investors and release the presentation or transcripts, wherever required, in accordance with the provisions of the SEBI Listing Regulations.

7) The Company's representative(s) shall ensure that information shared with analysts, institutional investors and research personnel is only such information which is generally available to the public on non-discriminatory basis, and that such information is shared in accordance with the provisions of the SEBI Listing Regulations.

8) The Company shall handle all Unpublished Price Sensitive information on a need-to-know basis in the following manner:

    (i) Any Unpublished Price Sensitive Information selectively disclosed to any person must be pursuant to consultation and approval from the concerned departmental head of the Company. The recipient of such information should be appropriately informed of this Code.

    (ii) The concerned departmental head shall make sure while dealing with third parties that confidentiality agreements or non-disclosure agreements shall be entered into wherever necessary to keep the information confidential.

Gurugram

9) Legitimate Purpose shall include sharing of Unpublished Price Sensitive Information in the ordinary course of business by an insider with partner(s), collaborator(s), lender(s), customer(s), supplier(s), merchant banker(s), lawyer(s), legal advisor(s), auditor(s), audit firm(s), diligence professional(s), insolvency professional(s) or other advisor(s) or consultant(s) or operator(s) or management service provider(s) or business service provider(s), bank(s), analyst(s), insolvency professional entity(ies), consultant(s), bank(s) and other employee(s) etc., assisting, advising or engaging with the Company from time to time in order to perform duties or discharge of legal obligations i.e. on need to know basis, provided that such sharing has not been carried out to evade or circumvent the provisions of the Insider Trading Regulations.

Mankind India Limited
Gurugram

Annexure 2

[Pre-clearance Application Form]

To
The Compliance Officer
Sunkind India Limited,

Dear Sir,

1. Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and Code for Prevention of Insider Trading in SIL's Equity shares / securities, I seek approval for purchase/sale/ subscription of the Securities (give description) of the Company as per the details given below:

1	Name of the applicant	
2	Designation	
3	Trade to be made by	(a) Self (b) Immediate Relative
4	Number of Securities held as on date	
5	Permanent account number	
6	Folio No. / DP ID / Client ID No	
7	The application is for	(a) Purchase of securities (b) Subscription to securities (c) Sale of securities (d) Pledge
8	Proposed date of trading in securities	
9	Number of securities proposed to be purchased/subscribed/sold/pledge	
10	Current market price (as on date of application)	
11	Whether the proposed transaction will be through stock exchange or off-market trade	
12	Folio No. / DP ID / Client ID No. where the securities will be credited / debited	

2. In this connection I solemnly confirm and declare:

a) THAT I do not have access to nor do I have any information that could be construed as Unpublished Price Sensitive Information as defined in the Code unto the time of signing this undertaking;

b) THAT in case I have access to receive Unpublished Price Sensitive Information after the signing of the undertaking but before the execution of the transaction, I shall inform the Compliance Officer of any change in such position and that I shall completely refrain from dealing in the Securities of the Company till the time such information becomes public;

c) THAT I have not contravened the 'Code of Conduct to Regulate, Monitor and Report Trading by Insiders' for prevention of insider trading as notified by the Company from time to time;

d) THAT I shall hold the Securities for a minimum period of six (6) months from the date of trade/ that I have complied with the requirement of minimum holding period of six (6) months with respect to the Securities sold (applicable only in respect of sale transaction).

3. I hereby solemnly declare that I have made full and true disclosure in this regard to the best of my knowledge and belief.

4. I hereby solemnly declare that value of the Securities traded, whether in one transaction or a series of transactions over a calendar quarter, including the proposed trade aggregates to a traded value are in excess of INR 6,00,000 (Indian Rupees Six lakhs).

5. Pre-clearance may kindly be accorded in terms of the requirement of the 'Code to Regulate, Monitor and Report Trading by Designated Persons' of the Company.

Date :

Place:

Signature

Annexure 3

TRADING PLAN

To
The Compliance Officer
Sunkind India Limited,

Dear Sir,

I,______, in my capacity as__________ of the Company hereby submit the trading plan with respect to dealing in securities of the Company.

DP ID/Client ID / Folio No	Type of security	No. of Securities held (as on date)	Nature of Trade (Buy/Sell)	Proposed Date/time period of trade not exceedi ng 5 Consec utive trading days	Value of Trade/No. /total amount of securities proposed to be traded	Price Limit (Upper Price Limit for Buy Trade/ Lower Price Limit for Sell Trade)

With respect to the above trading plan, I hereby undertake that I shall:

I. Not entail commencement of trading on behalf of the insider earlier than one hundred and twenty calendar days from the public disclosure of the plan.

II. Not commence the trading as per above plan if the Unpublished Price Sensitive Information which is in my possession at present, do not come into public domain till the time of commencement of trading plan & shall defer the commencement of trading plan till such information becomes generally available.

III. Not tender any other trading plan for the period for which the above trading plan is already in force; and

IV. Not entail trading in securities for market abuse

Signature : ________________
Name:
Date:

Annexure 4

SEBI (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (1) (b) read with Regulation 6(2) – Disclosure on becoming a director/KMP/Promoter/Member of the promoter group]

Name of the company: ______________________

ISIN of the company: ______________________

Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/DIN Address contact nos.	Category of Person (Promoter or member of promoter group/KMP/Directors/ immediate Relative to/others etc.)	Date of appointment of Director/ KMP Date of becoming Promoter/ member of the promoter group	Securities held at the time of becoming Promoter or memberof the promoter group/appointment of Director/KMP		% of Shareholding
			Type of security(For eg: Shares, Warrants, Convertible-Debentures etc.)	No.	

Note: *"Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI(Prohibition of Insider Trading) Regulations, 2015.*

Details of Open Interest (OI) in derivatives of the company held on appointment of KeyManagerial Personnel (KMP) or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relatives of such persons andby other such persons as mentioned in Regulation 6(2).

Open Interest of the Future contracts held at the time of becoming Promoter/member of the promoter group/appointment of Director/KMP			Open Interest of the Option Contracts held at the time of becoming Promoter/member of the promoter group/appointment of Director/KMP		
Contract specifications	Number of units (contracts *lot size)	Notional value In Rupee terms	Contract specifications	Number of units (contracts * lot size)	Notional value In Rupee terms

Note: *In case of Options, notional value shall be calculated based on premium plus strikeprice of options*

Name &

Signature:

Designation:

Date:

Place:

Annexure 5

SEBI (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (2) read with Regulation 6(2) – Continual disclosure]

Name of the company: ______________________

ISIN of the company: ______________________

Details of change in holding of Securities of Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/DIN, & address with contact nos.	Category of Person (Promoters/ KMP Directors/immediate relative to/others etc.)	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition / disposal (on market/public /rights/ preferential offer / off market/ Interse transfer, ESOPs etc.)
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	Type of security (For eg. – Shares, Warrants, Convertible Debentures	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revoke/ Invoke)	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	From	To		

				etc.)									

Note: *"Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.*

Details of trading in derivatives of the company by Promoter, Employee or Director of a listed company and othersuch persons as mentioned in Regulation 6(2).

Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed
Type of contract	Contract specifications	Buy		Sell		
		Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot size)	

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

Name & Signature:

Designation:
Date:
Place: