

Must be Postmarked
No Later Than
AUGUST 8, 2013

In re Caraco Pharma. Labs., Ltd. Sec. Litig.
c/o GCG
P.O. Box 35051
Seattle, WA 98124-3508
Toll-Free: 1 (866) 280-9612
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CRP



UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION
In re Caraco Pharmaceutical Laboratories, Ltd. Securities Litigation
Case No. 2:09-cv-12830-AJT-DAS

PROOF OF CLAIM AND RELEASE

YOU MUST COMPLETE THIS PROOF OF CLAIM AND RELEASE AND SUBMIT IT BY AUGUST 8, 2013 TO BE ELIGIBLE TO SHARE IN THE SETTLEMENT.

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IMPORTANT: Before Completing This Proof of Claim And Release, Please Carefully Read the Enclosed Instruction Sheet.



SECTION A - CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last):

[Grid for Beneficial Owner's Name]

Joint Owner's Name (First, Middle, Last):

[Grid for Joint Owner's Name]

If you are a bank or other institution filing on behalf of a third-party, and an account is needed to identify the claimant for your records, indicate the account number here:

[Grid for Account Number]

Last 4 digits of Claimant Social Security Number/Taxpayer ID Number:

[Grid for Last 4 digits]

Name of the Person you would like the Claims Administrator to Contact Regarding This Claim
(if different from the name(s) listed above):

[Grid for Name of Person to Contact]

Claimant or Representative Contact Information:

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you **MUST** notify the Claims Administrator in writing.

Street Address:

[Grid for Street Address]

City:

[Grid for City]

State:

Zip Code:

[Grid for State]

[Grid for Zip Code]

Country (Other than U.S.):

[Grid for Country]

Daytime Telephone Number:

Evening Telephone Number:

([Grid]) [Grid] - [Grid]

([Grid]) [Grid] - [Grid]

Email Address:

[Grid for Email Address]

(Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the website at www.gcginc.com or you may e-mail the Claims Administrator at eClaim@gcginc.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at eClaim@gcginc.com to inquire about your file and confirm it was received and acceptable.

NOTE: Separate Proof of Claim and Release forms should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all transactions in Caraco common stock) during the Class Period on one Proof of Claim, no matter how many accounts the transactions were made in.



SECTION B - SCHEDULE OF TRANSACTIONS IN CARACO COMMON STOCK

NOTE: Separately list each of your applicable purchases or sales in Caraco common stock below. Attach a separate schedule if more space is needed. **Be sure to include and sign your name and the last four digits of your Social Security number or Tax ID number on any additional sheets.** The date of purchase or sale is the "trade" date, and not the "settlement" or "payment" date.

1. **BEGINNING HOLDINGS:** State the number of shares of Caraco common stock the Claimant owned at the beginning of trading on **May 29, 2008** (must be documented; if none, write "0" or zero):

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2. **PURCHASES / ACQUISITIONS:** State the number of shares of Caraco common stock purchased or acquired between **May 29, 2008** and **June 25, 2009**, inclusive (must be documented; if none, write "0" or zero):

Trade Date(s) (List Chronologically) Month/Day/Year	Number of Shares Purchased/Acquired	Purchase/Acquisition Price Per Share	Total Purchase Price (excluding commissions, transfer taxes or other fees)
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.

3. **PURCHASES:** Please list the number of shares of Caraco common stock purchased during the period **June 26, 2009** through **September 22, 2009**, inclusive.

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4. **SALES:** List all sales of Caraco common stock made between **May 29, 2008** through **September 22, 2009**, inclusive (must be documented; if none, write "0" or zero). ****Please be aware of the extended sale period:**

Trade Date(s) (List Chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding commissions, transfer taxes or other fees)
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.

5. **UNSOLD HOLDINGS:** State the number of shares of Caraco common stock owned at the close of trading on **September 22, 2009** (must be documented; if none, write "0" or zero):

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS,
PLEASE PHOTOCOPY THIS PAGE AND CHECK THIS BOX**
IF YOU DO NOT CHECK THIS BOX, THESE ADDITIONAL PAGES MAY NOT BE REVIEWED



**YOU MUST READ THE RELEASE BELOW.
YOUR SIGNATURE ON PAGE 5 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.**

SECTION C - SIGNATURE AND CERTIFICATION

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Eastern District of Michigan, Southern Division, with respect to my (our) claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to Lead Counsel or the Claims Administrator to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases/acquisitions or sales of Caraco common stock during the Class Period and know of no other Person having done so on my (our) behalf.

RELEASE

(i) I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, relinquish, and discharge, all of the Released Claims against each and all of the Defendants and all of the Released Persons.

(ii) "Released Claims" means any and all past or present claims (including Unknown Claims), complaints, demands, losses, obligations, judgments, suits, matters, rights, liabilities, allegations of liability, restitution, and causes of action of every kind or nature whatsoever (including, but not limited to, all claims for damages, interest, attorneys' fees and expert consulting fees and all other costs, expenses and liabilities whatsoever), whether based at law or in equity, on federal, state, local, foreign, statutory or common law or on any other law, rule, or regulation (including, but not limited to, any claims arising under federal, state or foreign law, common law, statute, rule, or regulation arising out of or relating to any acts, omissions, disclosures, public filings, registration statements, financial statements, audit opinions, or statements of any kind by the Defendants, and each of them, and those people acting under their control, including without limitation, claims for negligence, gross negligence, constructive or actual fraud, violations of the federal or state securities laws, negligent misrepresentation, conspiracy, or breach of fiduciary or any other duty), whether known or unknown, concealed or hidden, accrued or not accrued, foreseen or unforeseen, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, asserted or unasserted, matured or not matured, that were asserted or that could have been asserted directly, indirectly, representatively or in any other capacity, at any time, in any court, tribunal, forum or proceeding by Plaintiffs against the Released Persons arising out of, based upon, or related in any way to: (a) the purchase, acquisition, sale, or disposition of any publicly traded securities of Caraco by any Plaintiff during the Class Period, the allegations that were made or could have been made in the Litigation and any of the facts, transactions, events, occurrences, disclosures, statements, acts, omissions or failures to act which were or that could have been asserted by Plaintiffs in the Litigation; or (b) the settlement or resolution of the Litigation (including, without limitation, any claim for attorneys' fees by Lead Plaintiff or any Class Member). "Released Claims" does not include claims to enforce the Settlement.

(iii) "Released Persons" means each and all of the Defendants, their past, present and future directors, officers, partners, members, employees, controlling shareholders, present and former attorneys, consultants, accountants or auditors, financial or investment advisors, commercial bankers, underwriters, banks or investment banks, advisors, engineers, principals or agents (including, without limitation, those acting on behalf of or at the direction of Caraco, Sun Pharma or the Individual Defendants), personal or legal representatives, estates, insurers, reinsurers, predecessors, successors, parent entities, affiliates, subsidiaries, divisions, assigns, spouses, heirs, devisees, executors, trustees, administrators, or related or affiliated entities, any partnership in which a Defendant is a general or limited partner, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant's immediate family, or any trust or foundation of which any Defendant is the settlor or which is for the benefit of any Individual Defendant and/or member(s) of his family. Insurers providing director and officer insurance coverage to present and former directors and officers of Caraco and Sun Pharma are included in the definition of Released Persons.

(iv) "Unknown Claims" means any and all Released Claims which Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. Unknown Claims include those claims in which some or all of the facts comprising the claim may be suspected, or even undisclosed, concealed, or hidden. Notwithstanding the choice of law provisions in this Stipulation, with respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable or equivalent in effect to California Civil Code § 1542. Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,



SECTION C - SIGNATURE AND CERTIFICATION (CONTINUED)

whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing, heretofore have existed, or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, rule or regulation, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

(iv) This Release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and it becomes effective on the Effective Date.

(v) I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this Release or any other part or portion thereof.

CERTIFICATION

Under penalty of perjury, I (we) hereby certify and represent that I (we) have included information about all of my (our) purchases/acquisitions of Caraco common stock which took place at any time between May 29, 2008 and June 25, 2009, inclusive, and all of my (our) sales of Caraco common stock which took place at any time between May 29, 2008, and September 22, 2009, inclusive, and that such information and documentation is true and correct to the best of my (our) knowledge. By executing this certification, I (we) acknowledge and agree to be bound by the Release set forth above.

Executed this _____ day of _____,
(Month/Year)

in _____,
(City) (State/Province, Country)

(Sign your name here)

(Joint Owner – Sign your name here)

(Type or print your name here)

(Joint Owner – Type or print your name here)

(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator)



REMINDER CHECKLIST:

1. Please sign the Proof of Claim and Release form at Section C.
2. Remember to attach supporting documentation and please sign and print/type your name on each additional sheet.
3. Do not send original or copies of stock certificates.
4. Keep a copy of your Proof of Claim and Release form for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release form, please send it Certified Mail, Return Receipt Requested.
6. If you move after submitting your Proof of Claim and Release form, please send your new address to the Claims Administrator.

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c/o GCG
P.O. Box 35051
Seattle, WA 98124-3508

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**