

**PROCESS NOTE FOR EXECUTION OF A TOLLING AGREEMENT WITH UNIMARK
REMEDIES LIMITED**

[CIN: U23200MH1993PLC075373]

Registered Office: E/501, Sky Park C.H.S. Ltd, Oshiwara Garden Road, Next to HDFC House, Off. S.V.Road, Goregaon – West, Mumbai- 400104.

SNAPSHOT OF THE COMPANY

Name	Unimark Remedies Limited (‘URL / Company/ Corporate Debtor’)																												
ROC Code	Registrar of Companies – Mumbai																												
CIN	U23200MH1993PLC075373																												
Authorized Capital	INR 57,00,00,000																												
Paid-up Capital	INR 34,46,84,170																												
Date of Incorporation	01 December 1993																												
Class of Company	Public Limited																												
Whether Listed or not	Not Listed																												
Industry	Manufacturing and marketing of niche APIs, Intermediates and Injectables																												
Registered Office	E/501, Sky Park C.H.S. Ltd, Oshiwara Garden Road, Next to HDFC House, Off. S.V.Road, Goregaon – West, Mumbai- 400104.																												
Plant Site of the Company	<p>Following are the details of the Plants of the Corporate Debtor:</p> <table border="1"> <thead> <tr> <th>Location</th> <th>Vapi</th> <th colspan="2">Bavla (Ahmedabad)</th> </tr> </thead> <tbody> <tr> <td>Production Facility</td> <td>API</td> <td>API</td> <td>Carbapenem</td> </tr> <tr> <td rowspan="3">Capacity per annum</td> <td rowspan="3">226kL</td> <td rowspan="3">186 KL</td> <td>Tech - 12 MT P.A.</td> </tr> <tr> <td>Sterile - 9 MT P.A.</td> </tr> <tr> <td>Dosage - 18 Mill. Vials</td> </tr> <tr> <td>Area of Land</td> <td>22,774 Sq.mtr</td> <td>30,150 Sq. mtr</td> <td>63,940 Sq. mtr</td> </tr> <tr> <td>Manufactures</td> <td>Prills and non-beta Lactams</td> <td>Cephalosporins products</td> <td>Carbapenems - an advanced generation anti-biotic</td> </tr> <tr> <td>Additional information</td> <td align="center">-</td> <td>This Facility serves as the headquarters for the company’s Research and Development activities.</td> <td>This facility has received Drug Manufacturing License and WHO GMP approval for Sterile API and Formulations both. The facility is approved by MHRA (European Regulatory agency) in December 2015. USFDA has carried out last</td> </tr> </tbody> </table>			Location	Vapi	Bavla (Ahmedabad)		Production Facility	API	API	Carbapenem	Capacity per annum	226kL	186 KL	Tech - 12 MT P.A.	Sterile - 9 MT P.A.	Dosage - 18 Mill. Vials	Area of Land	22,774 Sq.mtr	30,150 Sq. mtr	63,940 Sq. mtr	Manufactures	Prills and non-beta Lactams	Cephalosporins products	Carbapenems - an advanced generation anti-biotic	Additional information	-	This Facility serves as the headquarters for the company’s Research and Development activities.	This facility has received Drug Manufacturing License and WHO GMP approval for Sterile API and Formulations both. The facility is approved by MHRA (European Regulatory agency) in December 2015. USFDA has carried out last
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Brief Background of the Company:

Unimark Remedies Limited is a vertically integrated healthcare company, which aims to develop affordable generic medicines in various therapeutic segments such as respiratory, cardiovascular, anti-infectives, central nervous system for global markets. It has a diversified business portfolio that includes healthcare products ranging from diagnostics, devices, finished formulations, cosmeceuticals, animal healthcare products, active pharmaceutical ingredients. The Company operates its healthcare business through tenders, licensing, contract manufacturing and Joint ventures. Its generic portfolio is designed to deliver quality medicines in global markets such as US, EU, Canada and RoW.

The Company’s API facilities are approved by USFDA, EDQM, TGA, UKMHRA and WHO. It has two plants located at Vapi and Ahmedabad, Gujarat.

The company has received a warning letter from the USFDA in August 2016.

Corporate Insolvency Resolution Process (“CIRP”):

URL is currently under CIRP as per the provisions of the Insolvency & Bankruptcy Code, 2016 (“**IBC**”) pursuant to section 7 of the Code, ICICI Bank, the Financial Creditor had filed an application with Hon’ble National Company Law Tribunal (“**NCLT**”) for Initiation of Corporate Insolvency Resolution Process. The application was admitted by the Hon’ble NCLT as on 03 April 2018 and appointed Mr. Amit Gupta as the Interim Resolution Professional in the said matter and was later confirmed as the Resolution Professional (“**RP**”) by the members of the Committee of Creditors (“**CoC**”).

A Resolution Plan submitted by the consortium of Asset Reconstruction Company (India) Limited, INTAS Pharmaceuticals and Shamrock Pharmaceuticals Private Limited (“**ARCIL Consortium**”) was approved by 72.25% of the voting shares of the CoC in the 14th Meeting of CoC held on 26 December 2018. Pursuant thereto, on 03 January 2020, the RP filed an application earring M.A. 23 of 2019 under Section 30(6) read with Section 31(1) of the Code for approval before Hon’ble NCLT, Mumbai Bench. The said application is pending for approval before the Hon’ble Adjudicating Authority.

Pending such approval, the Corporate Debtor is seeking to enter into a tolling agreement for operation in respect of its plants. Hence, with approval of the CoC, the RP is hereby issuing a process note to invite interested parties who are desirous of entering into such arrangement.

1. Submission of Application Form:

The Applicant interested in entering into a tolling arrangement with the Corporate Debtor should submit an Application Form along with documents/information as stated in the Form. The Application Form has been annexed as “**Annexure A**” of this Process Note and is available on the website of the Corporate Debtor i.e. www.unimarkremedies.com.

2. Access to Data/Information of the Corporate Debtor and Site Visit:

- i. An Applicant who has duly submitted the Application Form along with the documents/information as required in Point 1 will be required to enter into a Non-Disclosure Agreement annexed as “**Annexure B**” of this Process Note. A signed version of such Non-Disclosure Agreement should be sent along with the duly filled Application Form.
- ii. The Applicant will be allowed to visit the Sites of the Corporate Debtor in respect of which it has shown its interest. The Applicant may request for any information/ data as is necessary to enable the Applicant to quote in respect of the tolling arrangement. Such information/ data/ site

visit shall be available for a period of 15 days (Fifteen days) from the date of submission of the Application Form.

- iii. The Applicant shall have to intimate the RP, 3 days (three days) prior to schedule a Site Visit via mail to irp.unimark@gmail.com. All costs and expenses incurred in relation to such Site Visit shall be borne by the Applicant.
- iv. It is hereby clarified that any unauthorized contact with the employees, officers or management of the Corporate Debtor shall result in disqualification of the Applicant(s).

3. Submission of Proposal:

- i. The Applicant will have to submit their proposal for the tolling arrangement on the 16th Day (Sixteenth day) from the date of submission of the Application Form in the meeting of the CoC for due deliberations and discussions.
- ii. The CoC reserves the right to reject the proposal and/or cancel this process for any reason whatsoever.

4. Execution of Tolling Agreement:

The Applicant shall enter into a Tolling Agreement with the Corporate Debtor as per the negotiated terms and conditions subsequent to the meeting of the CoC.

5. Timelines:

The brief outline of the process with indicative timeline is mentioned below:

Sr. No.	Particulars	Indicative Timelines	Date
1.	Invitation for Submission of Proposal	T	09.03.2020
2.	Application Form	T to T+12	09.03.2020 to 21.03.2020
3.	Site Visit	T+3 to T+15	12.03.2020 to 24.03.2020
4.	Submission of Bid	T+16	25.03.2020
5.	CoC Meeting	T+16	25.03.2020

6. Important Notices

- i. The RP and the CoC reserve the right to cancel or modify the process without assigning any reason and without any liability. This is not an offer document and is issued with no commitment. The Applicant should regularly visit the website www.unimarkremedies.com to keep themselves updated regarding clarifications/amendments/time-extensions, if any.
- ii. The RP and the CoC reserves the right to withdraw this process and change or vary any part thereof at any stage and also reserves the right to disqualify any applicant, should it be so necessary at any stage.
- iii. No oral conversations or agreements with the RP or any official, agent or employees of the RP, the Creditor or any class of creditors, any member or class of members shall affect or modify any terms of the Process Note.
- iv. By submitting a proposal, each applicant shall be deemed to acknowledge that it has carefully read the entire Process Note and has informed itself as to all existing conditions and limitations.

- v. Neither the Applicant nor any of representatives of the Applicant shall have any claims whatsoever against the RP or its advisors or any of their officials, agents or employees arising out of or relating to this Process Note.
- vi. The Applicant acknowledges that the Tolling Agreement in the Company shall be made by the Applicant on an “as in, where is” basis and the RP will not be providing any representations or warranties for the Corporate Debtor.

For any clarifications on the process, please contact on irp.unimark@gmail.com

Issued by:

CA Amit Gupta

(IP Registration No.: IBBI/IPA-001/IP-P00016/2016-17/10040)

Address for Correspondence in this regard:

702, Janki Centre, Off Veera Desai,

Andheri (West), Mumbai – 400053

Email id: irp.unimark@gmail.com

Registered email ID with IBBI: caamith.gupta@gmail.com

Date: [●]

ANNEXURE 'A'
[On the Letterhead of the Applicant]

APPLICATION FORM

Date: _____

To,
Mr Amit Gupta
Resolution Professional of Unimark Remedies Limited
Company under Corporate Insolvency Resolution Process

Subject: Application for execution of a Tolling Agreement with Unimark Remedies Limited (“Scheme”).

Dear Sir/Madam,

In response to your public advertisement in [*Insert the names of the newspaper and/or website*] on [*Insert date of the advertisement*] inviting for interested parties to submit a proposal for a tolling arrangement with Unimark Remedies Limited, we hereby submit our application with the details:

- a. Name and address:**
Name of the Applicant:
Address:
Telephone No:
Fax:
Email:
- b. Date of establishment of Applicant Company /Applicant Group:**
- c. Core area of expertise of the Applicant:**
- d. Contact Person:**
Name:
Designation:
Telephone No:
Email:
- e. PAN No. or equivalent details of Applicant**
- f. Name of the Plant for execution of Arrangement: (Vapi/ Bavla/ Both)**

We have attached necessary information requested in the format for Application Form published on the website of URL at www.unimarkremedies.com. The information furnished by us in this Application Form is true, correct and accurate. Based on this information we understand you would be able to evaluate our preliminary proposal in order to pre-qualify for the above-mentioned proposal.

We, however understand that the resolution professional and the CoC reserves their right to decide whether or not qualify our proposal without disclosing the reason whatsoever.

Sincerely yours,

On behalf of the firm/company/organization:

(Person signing the Application Form and supporting documents should be an Authorized Signatory supported by necessary Board resolutions)

Signature: _____

Name of signatory:

Designation:

Company Seal/stamp

Enclosures: (Annexures)

Notes:

Please provide the following attested documents along with this Application Form:

1. Copy of the memorandum and articles of association and certificate of incorporation of the Applicant if the Applicant is a Company and Copy of Aadhar Card in case of an Individual as annexure to this application Form.
2. Copy of Permanent Account Number Card of the Company or Individual, as applicable
3. Annual report or audited financials of the Company or the Individual for the preceding 1 year (one year) i.e the Financial Statements shall not be prior to 31 March 2019.

ANNEXURE 'B'

FORMAT OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made on this _____ day of _____ 2020 by and between:

Mr. Amit Gupta, being a registered insolvency professional with IP Registration No.: IBBI/IPA-001/IP-P00016/2016-17/10040, appointed as a Resolution Professional (“**Disclosing Party/RP**”) of Unimark Remedies Limited (“**Company**”), a company incorporated under the Companies Act, 1956 having its registered office at E/501, Sky Park C.H.S. Ltd, Oshiwara Garden Road, Next to HDFC House, Off. S.V.Road, Goregaon – West, Mumbai- 400104 which is undergoing corporate insolvency resolution process (“**CIRP**”) under the provisions of the Insolvency and Bankruptcy Code, 2016 (“**Code**”) and its applicable regulations, as amended from time to time, of the **FIRST PART**;

And

_____, a company incorporated in _____ and having its registered office at _____ (the “**Recipient/Applicant**”, which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns) of the **SECOND PART**.

(The Disclosing Party/RP and the Recipient/ Applicant hereinafter also referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:

- A. Pursuant to a public announcement dated _____ and published by the RP in _____ newspapers on _____, the RP had invited applicants to submit a proposal for a tolling arrangement with the Applicant, has accordingly, submitted its Application Form to the RP on _____.
- B. The Applicant proposes to enter into a tolling arrangement with the Company. For such purpose, the RP may provide the Applicant with access to certain proprietary and confidential information, provided that the Applicant provides a confidentiality undertaking to the RP with respect to such information provided.
- C. In view of the above, the RP will be sharing the relevant information, comprising/ containing certain Confidential Information (*as defined in Clause 1 below*) with the Applicant and accordingly the Parties have agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing, *inter-alia*, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. “**Confidential Information**” shall mean all information, whether in written, oral, pictorial, electronic, visual or other form, including information in the virtual data room (“**VDR**”), relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company or any of their operations or plants. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:
 - (i) any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organisation, management, strategic initiatives and plans, policies and reports, financial position of the Company;

- (ii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (iii) any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (iv) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (v) any information belonging to identified third parties with whom the Company has business dealings;
 - (vi) any proposed business deals, contracts or agreements to which Company is party.
2. The Recipient shall at all times observe the following terms:
- (i) it shall hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;
 - (ii) it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Disclosing Party;
 - (iii) it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the “**Representatives**”), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the Purpose and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Agreement. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the Representatives would not discharge the Recipient from its confidentiality obligations under this Agreement. In any event, the Recipient shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the Recipient shall be deemed as breach of this Agreement by the Recipient. For the purposes of this Agreement, the term “**Affiliate**” shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term “**Control**” means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contract or otherwise. The terms “**Controlling**” and “**Controlled by**” or “**under common Control**” shall have corresponding meanings;
 - (iv) it shall use the same degree of care to protect the Confidential Information as the Recipient uses to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorised access, use, dissemination, copying, theft and/or republication of the Confidential Information;
 - (v) it shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);
 - (vi) it shall immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Agreement as per Clause 10 below; or (c) a notification by the Disclosing Party, surrender and return to the Disclosing Party, all Confidential Information and any notes, memoranda or the like, including any copies or reproductions in its possession, or destroy the same in accordance with the directives of the Disclosing Party, in each case, except to the extent, retention of such Confidential Information is required under applicable law, provided that the Recipient in these cases, shall notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention;
 - (vii) it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement or its proposal to prepare/ submit the Resolution Plan or contents of Resolution Plan in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;
 - (viii) it shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorised third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Agreement;

- (ix) it shall protect against any unauthorised disclosure or use, any Confidential Information of the Company that it may have access to in any manner.
3. The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
- (i) is or becomes available to the public domain without breach of this Agreement by the Recipient; or
 - (ii) is disclosed with the prior written approval of the Disclosing Party; or
 - (iii) was in the possession of the Recipient prior to its disclosure to them under this Agreement from another source not under any obligation of confidentiality to the provider; or
 - (iv) is disclosed pursuant to any law or a court order or the stock exchange requirement provided that in the event the Recipient is required to make such disclosure pursuant to a court order / stock exchange announcement, then in that case the Recipient shall only disclose the Confidential Information to the extent required and to the extent permissible, promptly notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such disclosure or discuss the extent of disclosure by the Recipient.
4. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Agreement or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.
5. For the avoidance of doubt, nothing in this Agreement shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).
6. The Disclosing Party makes no representation, warranty or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Recipient's right to use the Confidential Information. The Disclosing Party has not verified or audited the information and the information so provided is based on books and records available with the Company. The Disclosing Party does not take any responsibility for any decisions made by Recipient based on the information provided. The Recipient shall exercise its own diligence before making any conclusion or decision.
7. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this Agreement and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Agreement, in addition to and without prejudice to, any other remedies available to the Disclosing Party at law or in equity.
8. The Recipient shall indemnify and hold harmless the Disclosing Party against all losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Agreement, including but not limited to any gross negligence or wilful misconduct in respect of the Confidential Information, by the Recipient and/or its Representatives.
9. This Agreement shall be effective and shall stay in force for a period of three (3) years from the date first stated above. Upon expiry of this Agreement, the confidentiality obligations of the Parties herein shall cease, provided that payment obligations if any that may arise under this Agreement (including under the indemnity Clause 8 above) shall survive the termination of this Agreement.
10. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand - delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated

by such party in a written notice to the other parties hereto.

For Disclosing Party/RP

Postal Address : _____
: _____
Contact Person : _____
Email : _____

For Recipient/ Applicant

Postal Address : _____
: _____
Contact Person : _____
Email : _____

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a) one (1) business day after its deposit with an overnight courier if for inland delivery; and (b) 5 (five) calendar days after its deposit with an international courier if for an overseas delivery; and (c) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not; and (iii) if sent by electronic mail, when actually received in readable form.

11. If any provision of this Agreement is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.
12. No amendments, changes or modifications of any provision of this Agreement shall be valid unless made by a written instrument signed by a duly authorised representative of each of the Parties.
13. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.
14. Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other Party.
15. This Agreement shall be governed by and construed in all respects according to the laws of the India and, the Parties hereto agree to submit to the exclusive jurisdiction of the courts of Mumbai.
16. This Agreement comprises the full and complete agreement of the Parties hereto as at the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements, if any, between the Parties hereto, whether written or oral, expressed or implied.
17. The Disclosing Party acknowledges that, in the ordinary course of business, the Recipient may be engaged through separate platforms in the origination of loans (including the provision of debt financing for transactions similar to the transactions contemplated herein) and syndicated bank debt, and nothing in this Agreement shall restrict such activities of such other platforms, provided that none of the Confidential Information is used or disclosed in connection therewith and such transactions are not in contravention of the Code or with the corporate insolvency resolution process of the Company.
18. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorised representatives to set their hands the day and year first above written.

Signed by/
for and on behalf of
the Disclosing Party/RP

Name:
Designation:

in the presence of

Name:
Designation:

Signed by
for and on behalf of
the Recipient/ Applicant

Name:
Designation:

in the presence of

Name:
Designation: