



Registration of a Charge

Company name: **VIVIMED SPECIALTY CHEMICALS UK LIMITED**

Company number: **11481333**



X904LYYP

Received for Electronic Filing: **04/03/2020**

Details of Charge

Date of creation: **26/02/2020**

Charge code: **1148 1333 0003**

Persons entitled: **INDUSIND BANK LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DAVID WORBY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11481333

Charge code: 1148 1333 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th February 2020 and created by VIVIMED SPECIALTY CHEMICALS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2020 .

Given at Companies House, Cardiff on 5th March 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated 26 February 2020

VIVIMED SPECIALITY CHEMICALS UK LIMITED
as Shareholder

and

INDUSIND BANK LIMITED
as Lender

NEGATIVE PLEDGE
in respect of the shares in
VIVIMED LABS EUROPE LIMITED

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THIS DEED is made on 26 February 2020

BETWEEN

- (1) **VIVIMED SPECIALITY CHEMICALS UK LIMITED**, a company incorporated in England with company registration number 11481333 whose registered office is at PO BOX B3, Leeds Road, Huddersfield, West Yorkshire, HD1 6BU, England (the **Shareholder**); and
- (2) **INDUSIND BANK LIMITED**, a bank incorporated in India with its registered office at 2401, General Thimmayya Road, Cantonment, Pune - 411001 in the state of Maharashtra, India and acting through its branch at IFSC Banking Unit (IBU), Hiranandani Signature Building, Unit No.408, 4th Floor, Block No.13-B, Zone -1, GIFT Multi Service SEZ, Dist: Gandhinagar, Gujarat 382355, India in its capacity as security agent and trustee for the Finance Parties (the **Lender**).

BACKGROUND

- (A) By a loan agreement dated 26 February 2020 as amended and/or supplemented by the parties from time to time (the **Agreement**) made between (1) the Company as borrower and (2) the Lender as lender, the Lender agreed to make available to the Company a loan of \$20,000,000.
- (B) The Company has an authorised share capital of GBP100,000 divided into 100,000 shares of GBP1 par value each, all of which shares (the **Original Shares**) have been issued fully paid up and are registered in the ownership of the Shareholder (represented by share certificate dated 11 July 2019).
- (C) It is a condition of the Agreement that the Shareholder enters into this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the Agreement shall, unless otherwise expressly provided in this Deed or the context otherwise requires, have the same meanings when used in this Deed, including the recitals. In addition, in this Deed:

Company means Vivimed Labs Europe Limited, a company incorporated in England with company registration number 69842 whose registered office is at PO BOX B3, Leeds Road, Huddersfield, West Yorkshire, HD1 6BU, England.

Party means a party to this Deed.

Shares means the Original Shares, all other shares in the Company from time to time in issue owned in any capacity by the Shareholder and all rights, entitlements, interest, distributions, dividends and bonuses and other moneys from time to time arising from them or attaching to them.

1.2 General interpretation

In this Deed:

- (a) unless the context otherwise requires, words in the singular include the plural and vice versa;
- (b) references to any document include that document as varied, novated, supplemented, extended or replaced from time to time;
- (c) references to any enactment include re-enactments, amendments and extensions of that enactment;
- (d) references to any person include that person's successors and permitted assigns;

- (e) clause headings are for convenience of reference only and are not to be taken into account in construction;
- (f) unless otherwise specified, references to Clauses and the recitals are to Clauses of and the recitals to this Deed; and
- (g) any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 **Third party rights**

- (a) Subject to paragraph (b) below, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding paragraph (a) above but subject always to paragraph (c) below and the provisions of the Third Parties Act, a person who is not a Party may rely on any clause under this Deed which expressly confers rights on them.
- (c) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. **REPRESENTATIONS AND WARRANTIES**

2.1 The Shareholder represents and warrants to the Lender that the following matters are true at the date of this Deed and, with reference to the facts and circumstances then subsisting, on the Utilisation Date and each Interest Date:

- (a) the authorised and issued share capital of the Company at the date of this Deed is as stated in Recital (B) and all the Original Shares have been issued fully paid;
- (b) the Shareholder has not sold or agreed to sell or otherwise transferred or agreed to transfer the benefit of all or any part of its right, title and interest in and to the Shares and there are no options or rights outstanding in relation to the Shares or any other agreement by virtue of which any person is entitled either:
 - (i) to have any of the Shares issued or transferred to them; or
 - (ii) to acquire any other right over any of the Shares;
- (c) the Shareholder is the sole legal and beneficial owner of the Shares and has full right to, and control of, the Shares;
- (d) the Shares are free from all Security Interests of any kind, except as created pursuant to the Finance Documents and this Deed, and are free from any trust or similar nominee agreement; and
- (e) the Shareholder has signed and received a copy of the Agreement and is familiar with and has approved its terms and conditions.

3. **NEGATIVE PLEDGE**

3.1 The Shareholder irrevocably and unconditionally agrees and undertakes that until the expiry of the Facility Period it will not (without the prior written consent of the Lender):

- (a) enter into any agreement (including an option agreement) for the sale of all or any of the Shares or otherwise transfer or agree to transfer all or any of the Shares;

- (b) mortgage, charge, assign, pledge, encumber or otherwise create any Security Interest in relation to the Shares (or any of them) except as created pursuant to the Finance Documents;
- (c) do or cause or permit anything to be done which may adversely affect the terms of this Deed or which is a variation or abrogation of the rights attaching to or conferred by all or any of the Shares; or
- (d) exercise the voting rights relating to the Shares in any way inconsistent with the terms of this Deed or any of the other Finance Documents.

4. TERMINATION

This Deed and the obligations of the Shareholder under it shall automatically terminate upon expiry of the Facility Period.

5. CHANGES TO THE PARTIES

5.1 No assignment or transfer by the Shareholder

The Shareholder shall not assign or transfer all or any of its rights, benefits or obligations under this Deed.

5.2 Assignment and transfer by the Lender

The Lender may assign or transfer all or any portion of its rights, benefits or obligations under this Deed to any person to whom it assigns or transfers a corresponding proportion of its rights, benefits or obligations under and in accordance with the Agreement.

5.3 Shareholder to assist

The Shareholder undertakes to do or to procure all such acts and things and to sign, execute and deliver or procure the signing, execution and delivery of all such instruments and documents as the Lender may reasonably require for the purpose of perfecting any such assignment or transfer as mentioned in Clause 5.2 (*Assignment and transfer by the Lender*).

6. MISCELLANEOUS

6.1 Remedies and waivers

In case of any breach of the terms of this Deed, the same may be treated as an Event of Default under/in relation to the Agreement thereby enabling the Lender to take such actions as the Lender may deem fit consequent upon Event of Default under the Agreement. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver of any such right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

6.2 Waivers and amendments to be in writing

Any waiver by the Lender of any provision of this Deed, and any consent or approval given by the Lender under or in respect of this Deed, shall only be effective if given in writing and then only strictly for the purpose and upon the terms for which it is given. This Deed may not be amended or varied orally but only by an instrument signed by the Parties.

6.3 Partial invalidity

If at any time one or more of the provisions of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law by which it may be governed or affected, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired as

a result.

6.4 Counterparts

This Deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

7. NOTICES

7.1 Communications in writing; addresses

All communications (which expression includes any notice, demand, request, consent or other communication) to be made under or in connection with this Deed shall be made in writing and unless otherwise stated may be made by fax, electronic mail or letter and be addressed:

(a) in the case of the Lender, to it at:

IFSC Banking Unit (IBU), Hiranandani Signature Building, Unit No.408, 4th Floor, Block No.13-B, Zone -1, GIFT Multi Service SEZ, Dist: Gandhinagar, Gujarat 382355, India

Fax: +91 79 61710604

E-mail: iyer.vaidyanathan@indusind.com, kaushal.sampat@indusind.com

Attention: Mr. Vaidyanathan Iyer, Mr. Kaushal Sampat

(b) in the case of the Shareholder, to it at:

Address: PO BOX B3, Leeds Road, Huddersfield, West Yorkshire, HD1 6BU, England

Fax:

E-mail: sanketh@me.com

Attention: Mr Sanketh Varalwaor

to such other postal address, fax number, email address, department or officer as is notified by one Party to the other under this Deed by not less than 5 Business Days' notice.

7.2 Delivery

(a) Subject to paragraph (b) below, any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

(i) if by way of fax or electronic mail, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 7.1 (*Communications in writing; addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer specified as part of its address details provided under Clause 7.1 (*Communications in writing; addresses*).

(c) Any communication or document which becomes effective, in accordance with paragraph (a) or paragraph (b) above, on a non-working day or after 5:00 p.m. in the place of receipt shall be deemed only to become effective at the opening of business hours on the next working day in the place of receipt.

7.3 English language

All communications and documents to be given or delivered pursuant to or otherwise in relation to this Deed shall be in the English language or be accompanied by a certified English translation.

8. GOVERNING LAW AND JURISDICTION

8.1 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

8.2 Submission to jurisdiction

The Shareholder irrevocably agrees for the exclusive benefit of the Lender that the English courts shall have jurisdiction in relation to any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed), and for such purposes irrevocably submits to the jurisdiction of those courts.

8.3 Choice of forum

Nothing in this Clause 8 (*Governing Law And Jurisdiction*) shall affect the right of the Lender to serve process in any manner permitted by law or limit the right of the Lender to take proceedings against the Shareholder in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings by the Lender in any other jurisdiction, whether concurrently or not.

The Shareholder shall not commence any proceedings in any country other than England in relation to any matter arising out of or in connection with this Deed.

8.4 Forum convenience

The Shareholder irrevocably waives any objection which it may at any time have on the grounds of inconvenient forum or otherwise to proceedings being brought in any such court as is referred to in this Clause 8 (*Governing Law And Jurisdiction*), and further irrevocably agrees that a judgment or order in any proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced without review in the courts of any other jurisdiction.

8.5 Waiver of immunity

To the extent that the Shareholder may be entitled in any jurisdiction to claim for itself or its property or assets immunity in respect of its obligations under this Deed from service of process, jurisdiction, suit, judgment, execution, attachment (whether before judgment, in aid of execution or otherwise) or legal process, or to the extent that in any jurisdiction there may be attributed to it or its property or assets such immunity (whether or not claimed), the Shareholder irrevocably agrees not to claim and irrevocably waives that immunity to the fullest extent permitted by the laws of that jurisdiction.

This Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

EXECUTION PAGE

THE SHAREHOLDER

EXECUTED as a **DEED**)
by **VIVIMED SPECIALITY CHEMICALS UK**) **Signature in the name of the company**
LIMITED) **VIVIMED SPECIALITY CHEMICALS UK LIMITED**
a company incorporated in England)
acting by)
)
who, in accordance with the laws of England,)
is acting under the authority of)
the company as authorised signatory)
in the presence of:)
Authorised signatory

Signature of witness:

Name of witness:

Occupation of witness:

Address of witness:

THE LENDER

EXECUTED as a **DEED**)
by **INDUSIND BANK LIMITED**) **Signature in the name of the bank**
a bank incorporated in India) **INDUSIND BANK LIMITED**
acting by)
)
who, in accordance with the laws of India, is)
acting under the authority of)
the bank as attorney-in-fact)
in the presence of:)
Attorney-in-fact

Signature of witness:

Name of witness:

Occupation of witness:

Address of witness:

Dated 2020

VIVIMED SPECIALITY CHEMICALS UK LIMITED
as Shareholder

and

INDUSIND BANK LIMITED
as Lender

NEGATIVE PLEDGE
in respect of the shares in
VIVIMED LABS EUROPE LIMITED

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THIS DEED is made on

2020

BETWEEN

- (1) **VIVIMED SPECIALITY CHEMICALS UK LIMITED**, a company incorporated in England with company registration number 11481333 whose registered office is at PO BOX B3, Leeds Road, Huddersfield, West Yorkshire, HD1 6BU, England (the **Shareholder**); and
- (2) **INDUSIND BANK LIMITED**, a bank incorporated in India with its registered office at 2401, General Thimmayya Road, Cantonment, Pune - 411001 in the state of Maharashtra, India and acting through its branch at IFSC Banking Unit (IBU), Hiranandani Signature Building, Unit No.408, 4thFloor, Block No.13-B, Zone -1, GIFT Multi Service SEZ, Dist: Gandhinagar, Gujarat 382355, India in its capacity as security agent and trustee for the Finance Parties (the **Lender**).

BACKGROUND

- (A) By a loan agreement dated _____ 2020 as amended and/or supplemented by the parties from time to time (the **Agreement**) made between (1) the Company as borrower and (2) the Lender as lender, the Lender agreed to make available to the Company a loan of \$20,000,000.
- (B) The Company has an authorised share capital of GBP100,000 divided into 100,000 shares of GBP1 par value each, all of which shares (the **Original Shares**) have been issued fully paid up and are registered in the ownership of the Shareholder (represented by share certificate dated 11 July 2019).
- (C) It is a condition of the Agreement that the Shareholder enters into this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the Agreement shall, unless otherwise expressly provided in this Deed or the context otherwise requires, have the same meanings when used in this Deed, including the recitals. In addition, in this Deed:

Company means Vivimed Labs Europe Limited, a company incorporated in England with company registration number 69842 whose registered office is at PO BOX B3, Leeds Road, Huddersfield, West Yorkshire, HD1 6BU, England.

Party means a party to this Deed.

Shares means the Original Shares, all other shares in the Company from time to time in issue owned in any capacity by the Shareholder and all rights, entitlements, interest, distributions, dividends and bonuses and other moneys from time to time arising from them or attaching to them.

1.2 General interpretation

In this Deed:

- (a) unless the context otherwise requires, words in the singular include the plural and vice versa;
- (b) references to any document include that document as varied, novated, supplemented, extended or replaced from time to time;
- (c) references to any enactment include re-enactments, amendments and extensions of that enactment;
- (d) references to any person include that person's successors and permitted assigns;

- (e) clause headings are for convenience of reference only and are not to be taken into account in construction;
- (f) unless otherwise specified, references to Clauses and the recitals are to Clauses of and the recitals to this Deed; and
- (g) any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 **Third party rights**

- (a) Subject to paragraph (b) below, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding paragraph (a) above but subject always to paragraph (c) below and the provisions of the Third Parties Act, a person who is not a Party may rely on any clause under this Deed which expressly confers rights on them.
- (c) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. **REPRESENTATIONS AND WARRANTIES**

2.1 The Shareholder represents and warrants to the Lender that the following matters are true at the date of this Deed and, with reference to the facts and circumstances then subsisting, on the Utilisation Date and each Interest Date:

- (a) the authorised and issued share capital of the Company at the date of this Deed is as stated in Recital (B) and all the Original Shares have been issued fully paid;
- (b) the Shareholder has not sold or agreed to sell or otherwise transferred or agreed to transfer the benefit of all or any part of its right, title and interest in and to the Shares and there are no options or rights outstanding in relation to the Shares or any other agreement by virtue of which any person is entitled either:
 - (i) to have any of the Shares issued or transferred to them; or
 - (ii) to acquire any other right over any of the Shares;
- (c) the Shareholder is the sole legal and beneficial owner of the Shares and has full right to, and control of, the Shares;
- (d) the Shares are free from all Security Interests of any kind, except as created pursuant to the Finance Documents and this Deed, and are free from any trust or similar nominee agreement; and
- (e) the Shareholder has signed and received a copy of the Agreement and is familiar with and has approved its terms and conditions.

3. **NEGATIVE PLEDGE**

3.1 The Shareholder irrevocably and unconditionally agrees and undertakes that until the expiry of the Facility Period it will not (without the prior written consent of the Lender):

- (a) enter into any agreement (including an option agreement) for the sale of all or any of the Shares or otherwise transfer or agree to transfer all or any of the Shares;

- (b) mortgage, charge, assign, pledge, encumber or otherwise create any Security Interest in relation to the Shares (or any of them) except as created pursuant to the Finance Documents;
- (c) do or cause or permit anything to be done which may adversely affect the terms of this Deed or which is a variation or abrogation of the rights attaching to or conferred by all or any of the Shares; or
- (d) exercise the voting rights relating to the Shares in any way inconsistent with the terms of this Deed or any of the other Finance Documents.

4. TERMINATION

This Deed and the obligations of the Shareholder under it shall automatically terminate upon expiry of the Facility Period.

5. CHANGES TO THE PARTIES

5.1 No assignment or transfer by the Shareholder

The Shareholder shall not assign or transfer all or any of its rights, benefits or obligations under this Deed.

5.2 Assignment and transfer by the Lender

The Lender may assign or transfer all or any portion of its rights, benefits or obligations under this Deed to any person to whom it assigns or transfers a corresponding proportion of its rights, benefits or obligations under and in accordance with the Agreement.

5.3 Shareholder to assist

The Shareholder undertakes to do or to procure all such acts and things and to sign, execute and deliver or procure the signing, execution and delivery of all such instruments and documents as the Lender may reasonably require for the purpose of perfecting any such assignment or transfer as mentioned in Clause 5.2 (*Assignment and transfer by the Lender*).

6. MISCELLANEOUS

6.1 Remedies and waivers

In case of any breach of the terms of this Deed, the same may be treated as an Event of Default under/in relation to the Agreement thereby enabling the Lender to take such actions as the Lender may deem fit consequent upon Event of Default under the Agreement. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver of any such right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

6.2 Waivers and amendments to be in writing

Any waiver by the Lender of any provision of this Deed, and any consent or approval given by the Lender under or in respect of this Deed, shall only be effective if given in writing and then only strictly for the purpose and upon the terms for which it is given. This Deed may not be amended or varied orally but only by an instrument signed by the Parties.

6.3 Partial invalidity

If at any time one or more of the provisions of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law by which it may be governed or affected, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired as

a result.

6.4 Counterparts

This Deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

7. NOTICES

7.1 Communications in writing; addresses

All communications (which expression includes any notice, demand, request, consent or other communication) to be made under or in connection with this Deed shall be made in writing and unless otherwise stated may be made by fax, electronic mail or letter and be addressed:

(a) in the case of the Lender, to it at:

IFSC Banking Unit (IBU), Hiranandani Signature Building, Unit No.408, 4thFloor, Block No.13-B, Zone -1, GIFT Multi Service SEZ, Dist: Gandhinagar, Gujarat 382355, India

Fax: +91 79 61710604

E-mail: iyer.vaidyanathan@indusind.com, kaushal.sampat@indusind.com

Attention: Mr. Vaidyanathan Iyer, Mr. Kaushal Sampat

(b) in the case of the Shareholder, to it at:

Address: PO BOX B3, Leeds Road, Huddersfield, West Yorkshire, HD1 6BU, England

Fax:

E-mail: sanketh@me.com

Attention: Mr Sanketh Varalwaor

to such other postal address, fax number, email address, department or officer as is notified by one Party to the other under this Deed by not less than 5 Business Days' notice.

7.2 Delivery

(a) Subject to paragraph (b) below, any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

(i) if by way of fax or electronic mail, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 7.1 (*Communications in writing; addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer specified as part of its address details provided under Clause 7.1 (*Communications in writing; addresses*).

(c) Any communication or document which becomes effective, in accordance with paragraph (a) or paragraph (b) above, on a non-working day or after 5:00 p.m. in the place of receipt shall be deemed only to become effective at the opening of business hours on the next working day in the place of receipt.

7.3 **English language**

All communications and documents to be given or delivered pursuant to or otherwise in relation to this Deed shall be in the English language or be accompanied by a certified English translation.

8. **GOVERNING LAW AND JURISDICTION**

8.1 **Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

8.2 **Submission to jurisdiction**

The Shareholder irrevocably agrees for the exclusive benefit of the Lender that the English courts shall have jurisdiction in relation to any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed), and for such purposes irrevocably submits to the jurisdiction of those courts.

8.3 **Choice of forum**

Nothing in this Clause 8 (*Governing Law And Jurisdiction*) shall affect the right of the Lender to serve process in any manner permitted by law or limit the right of the Lender to take proceedings against the Shareholder in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings by the Lender in any other jurisdiction, whether concurrently or not.

The Shareholder shall not commence any proceedings in any country other than England in relation to any matter arising out of or in connection with this Deed.

8.4 **Forum convenience**

The Shareholder irrevocably waives any objection which it may at any time have on the grounds of inconvenient forum or otherwise to proceedings being brought in any such court as is referred to in this Clause 8 (*Governing Law And Jurisdiction*), and further irrevocably agrees that a judgment or order in any proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced without review in the courts of any other jurisdiction.

8.5 **Waiver of immunity**

To the extent that the Shareholder may be entitled in any jurisdiction to claim for itself or its property or assets immunity in respect of its obligations under this Deed from service of process, jurisdiction, suit, judgment, execution, attachment (whether before judgment, in aid of execution or otherwise) or legal process, or to the extent that in any jurisdiction there may be attributed to it or its property or assets such immunity (whether or not claimed), the Shareholder irrevocably agrees not to claim and irrevocably waives that immunity to the fullest extent permitted by the laws of that jurisdiction.

This Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

EXECUTION PAGE

THE SHAREHOLDER

EXECUTED as a DEED)	Signature in the name of the company
by VIVIMED SPECIALITY CHEMICALS UK LIMITED)	VIVIMED SPECIALITY CHEMICALS UK LIMITED
a company incorporated in England)	
acting by)	
)	
who, in accordance with the laws of England,)	
is acting under the authority of)	
the company as authorised signatory)
in the presence of:)	Authorised signatory

Signature of witness:

Name of witness:

Occupation of witness:

Address of witness:

THE LENDER

EXECUTED as a DEED)	Signature in the name of the bank
by INDUSIND BANK LIMITED)	INDUSIND BANK LIMITED
a bank incorporated in India)	
acting by)	
)	
who, in accordance with the laws of India, is)	
acting under the authority of)	
the bank as attorney-in-fact)	
in the presence of:)
		Attorney-in-fact

Signature of witness:

Name of witness:

Occupation of witness:

Address of witness:

EXECUTION PAGE

THE SHAREHOLDER

EXECUTED as a DEED
by VIVIMED SPECIALITY CHEMICALS UK
LIMITED

a company incorporated in England
acting by SANKETH VIMMALWAR

who, in accordance with the laws of England,
is acting under the authority of
the company as authorised signatory
in the presence of:

Signature in the name of the company
VIVIMED SPECIALITY CHEMICALS UK LIMITED



Authorised signatory

Signature of witness: N. Rahim

Name of witness: NAEEM RAHIM

Occupation of witness: CHARTERED ACCOUNTANT

Address of witness: 85 DUCKWORTH LANE, BRADFORD, BD9 5EX, UK

THE LENDER

EXECUTED as a DEED
by INDUSIND BANK LIMITED
a bank incorporated in India
acting by

who, in accordance with the laws of India, is
acting under the authority of
the bank as attorney-in-fact
in the presence of:

Signature in the name of the bank
INDUSIND BANK LIMITED

Attorney-in-fact

Signature of witness:

Name of witness:

Occupation of witness:

Address of witness:

EXECUTION PAGE

THE SHAREHOLDER

EXECUTED as a DEED
by VIVIMED SPECIALITY CHEMICALS UK
LIMITED

a company incorporated in England
acting by

who, in accordance with the laws of England,
is acting under the authority of
the company as authorised signatory
in the presence of:

) Signature in the name of the company
) VIVIMED SPECIALITY CHEMICALS UK LIMITED
)
)
)
)
)
)

.....
Authorised signatory

Signature of witness:

Name of witness:

Occupation of witness:

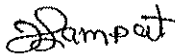
Address of witness:

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a bank incorporated in India
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who, in accordance with the laws of India, is
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the bank as attorney-in-fact
in the presence of:

) Signature in the name of the bank
) INDUSIND BANK LIMITED For IndusInd Bank Limited
)
)
)
)
)
)


Authorised Signatory
Kaushal Sampat
Vice President & Deputy Branch Head
IBU – Gift City Branch

.....
Attorney-in-fact


Signature of witness:

Name of witness: PRASHANT VAGHELA

Occupation of witness: EXECUTIVE

Address of witness: GIFT CITY

