SURAKSHA ARC

Tender Document

for

Sale of Non Performing Asset/Loan/Account under Swiss Challenge Method

Special Situation

Special Situation Advisors (India) Pvt. Ltd.

March 2026

Contents

I. DISCLAIMER AND IMPORTANT NOTICE

This document shall be referred to as the **Tender Document** ("TD") for Sale of Non-Performing Loan of Suraksha ARC under Swiss Challenge Method.

Suraksha ARC has appointed Special Situation Advisors (India) Pvt. Ltd. ("SSA") as Advisors for sale of Non-Performing Loan. The purpose of this document is to provide information to bidders in respect of the sale process.

It is presumed and understood that by participating in this process, each of the participating bidders has carried out his own independent due-diligence, investigation and assessment, in respect of any or all matters, information, statements etc. covered/sought to be covered or contained in this TD and any documents that may be provided by Suraksha ARC during the course of the process pursuant to this TD.

This TD is for the exclusive use of participating bidders and is not meant for public circulation and is not intended for distribution to any person other than the persons to whom it is addressed and is not transferable. Recipients are not permitted to replicate this TD or to further distribute/share the TD.

This TD may not contain all the information and data each bidder may desire or require in reaching decisions concerning their counter bids. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TD. Bidders should form their own views as to whether information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.

Notwithstanding anything contained in this TD, neither Suraksha ARC, nor its employees or its advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TD, even if any loss or damage is caused by any act or omission on the part of Suraksha ARC or its employees or its advisors, whether negligent or otherwise.

The information contained in this TD or any other information which may be provided to bidders is subject to change without prior notice. Suraksha ARC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged sale process mentioned.

II. INVITATION FOR PARTICIPATION IN COUNTER BIDDING PROCESS

Suraksha ARC invites counter offers under the Swiss Challenge Method ("SCM") from all eligible Scheduled Commercial Banks, Non-Banking Financial Companies, Asset Reconstruction Companies, Small Finance Banks, and All India Financial Institutions for participation in its sale/assignment of NPA Account, subject to applicable regulations issued by Reserve Bank of India ("RBI"). The below NPA Account are being offered for sale on "**As is where is and as is what is" basis & "without recourse" basis.**

Name	Individual/ Portfolio	Principal Outstanding (In Rs. crores)	Total Outstanding (In Rs. crores)	Bid Structure	Base price (In Rs. crores)
Kapsons Industries Pvt. Ltd.	Individual	157.61	670.41	Sale of 85% SR Structure	97.24 Crs
**Facilities are collectively referred as "Kapsons Industries Pvt. Ltd. Account", Detailed facility wise breakup is mentioned below*					

All Asset Reconstruction Companies which are registered as a securitisation and reconstruction company pursuant to Section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, (SARFAESI Act) and Banks/NBFC/FIs who have tendered their Letter of Interest pursuant to the notification of the Bank are eligible to participate in the sale process subject to applicable regulations.

The information pertaining to the financial assets of the Trust would be provided in virtual mode.

Credentials will be provided once the EOI & NDA is received**.**

Cut-off date for the purpose of this TD will mean the date of closing of Data Room.

It would be deemed that by submitting the bid, the bidder has read, understood and has made a complete and careful examination of all the information given in this TD/Data Room pertaining to the relevant Financial Assets (Non – Performing Account) & has made their own due diligence in respect of the same.

Kindly feel free to revert to us in case of any further clarification on the sale process: -

Ms. Pratibha Upadhyay **Chief Manager** ITI House, 36 DR. R.K Shirodhkar Marg, Parel East, Mumbai-400012 Phone no: 9920218407 Email: pratibha.upadhyay@surakshaarc.com	**Mr. Audumbar Koltharkar** **Senior Associate** Special Situation Advisors (India) Pvt. Ltd. 1030, J-Block, Akshar Business Park, Plot No. 03, Vashi-koparkhairane Road, Sector 25, Vashi, Navi Mumbai – 400 703. Mob: +91-9769319552 Email: audumbar.koltharkar@specialsituation.in

III. List of Account & Base Price:

Sr. No.	Name of the Account	Principal Outstanding (Rs. In crores)	Total Outstanding (Rs. In crores)	Base Price on 85% SR Basis (Rs. In crores)
Kapsons Industries Pvt. Ltd.				
1	Suraksha ARC 026 Trust (SBI)	82.9	345.17	97.24
2	Suraksha ARC 030 Trust (Canara Bank)	37.42	178.99	
3	Suraksha ARC 033 Trust (Axis Bank)	29.99	119.83	
4	Suraksha ARC 036 Trust (CBoI)	7.3	26.4	
	TOTAL	**157.61**	**670.41**	**97.24**

***All the above facility are collectively referred as "Kapsons Industries Pvt. Ltd. Account"*
Remark – The base price for acquisition of 85% of the Security Receipts (SRs) of the aforesaid Trust has been fixed at Rs. 97.24 Crores.

IV. Schedule of Sale Process:

Suraksha ARC Timelines: Swiss Challenge Method		
Sr. No.	**Particulars**	**Dates**
Swiss Challenge Process		
1	Launch of Swiss Challenge Method (SCM)	09.03.2026
2	Release of EOI & NDA	09.03.2026
3	Release of Tender Document and PIM to Investors	09.03.2026
4	Data Room Access and Query Resolution	09.03.2026 - 18.03.2026
5	Last date of deposit of EMD amount	20.03.2026
6	Last date for informing names of the authorized official(s) along with their contact details (Mobile number, e-mail ids, etc.) to enable us to issue passwords and explain the procedure to bid through e-auction portal.	21.03.2026
7	Allotment of User ID & password for E-Bidding	21.03.2026
8	E- Bidding	23.03.2026
9	Matching of the counter bid amount by Anchor Bidder/ Declaration of successful Bidder	24.03.2026
10	Receipt of full purchase Consideration Execution of Assignment Agreement/Definitive agreement	26.03.2026

Suraksha Asset Reconstruction Limited may at its sole discretion change or extend any timelines indicated above and the same shall be binding on the participating bidders.

***Terms and Conditions for E-Bidding**

1. The base price for the NPA Account sale is 85% of SR as indicated in the above table which has been provided on the basis of the bid received by Suraksha ARC for the sale of NPA Account (Anchor Bidder). Suraksha ARC hereby invites for a counter bid for NPA Account, which should be submitted at a **minimum of 5% mark up on the base price ₹97,23,57,500 / (Rupees Ninety Seven Crore Twenty Three Lakhs Fifty Seven Thousand Five Hundred Only)-** for NPA Account as indicated in the table.
2. The E-bidding timing will be from 9:00 am to 10:00 am on 23.03.2026 with unlimited auto extensions of 5 minutes at an incremental amount of **₹50 Lakhs** for the NPA Account in case of inter-se bidding. A bidder will also be allowed to increase the bidding amount by incremental bid of **₹50 Lakhs.**
3. Participants are advised not to wait till last minute or last few seconds to submit their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc. Neither Suraksha ARC, SSA nor the service provider will be responsible for any unforeseen circumstances.

V. Earnest Money Deposit (EMD)

1. For participating in E-bidding, intending bidder(s) are required to deposit an Earnest Money Deposit (EMD) for **₹24,30,89,375 /- (Rupees Twenty Four Crore Thirty Lakhs Eighty Nine Thousand Three Hundred Seventy Five Only)** on or before 20.03.2026. The account details for remittance are as given below:

Bank Name	:	ICICI Bank Ltd
Account No.	:	032305003371
Account Name	:	Suraksha Asset Reconstruction Limited
IFSC Code	:	ICIC0000323
Narration	:	Purchase of SR 85%

The EMD will not carry any interest. Unsuccessful Bidders‟ EMD" will be returned after declaration of formal acceptance of the successful bid by Suraksha ARC. Unsuccessful Bidders should submit the Letter for refund EMD as per **Annexure – III**

The EMD amount will be forfeited if:

I. The bidder withdraws bid after submission of the same.
II. The bidder withdraws bid before the formal acceptance of the successful bid by Suraksha ARC
III. The bidder violates any of the provisions of the terms and conditions of this tender specification

VI. IMPORTANT TERMS AND CONDITIONS

1. The Counter Bids should be submitted only in the prescribed Bid Form given in **Annexure I** to the TD and should be accompanied by the Declaration given in **Annexure II** to the TD.

2. The sale of Non-Performing Loan is on Swiss Challenge Method and '**as is where is & as is what is'** basis without recourse to Suraksha ARC

3. Please note that the Counter bid submitted by the Bidder shall be deemed to be a Bid binding on the Bidder, if confirmed by Suraksha ARC in accordance with these terms and conditions. Bid once submitted cannot be withdrawn until the declaration of the Successful bidder.

4. The submission of the Counter Bid by a Bidder shall be deemed to constitute unconditional acceptance by the Bidder of this TD and all the terms and conditions applicable.

5. The broad contours of the SCM would be followed as under:
   1. Suraksha ARC shall publicly call for counter bids from other prospective buyers, with a base price which is based on the Anchor Bid received with a mark-up as indicated I in this Tender Document.
   2. If no counter bid crosses the minimum mark-up specified in the Tender Document, the Anchor Bid becomes the winning bid.
   3. If counter bids cross the minimum mark-up specified in the Tender Document, then the highest counter bid becomes the challenger bid. The prospective investor who provided the Anchor Bid is then invited to match the challenger bid within 1 (one) working day. If the prospective bidder who provided the Anchor Bid either matches the challenger bid or bids higher than the challenger bid, such bid shall become the winning bid; else, the challenger bid shall be the winning bid.

6. Debt Aggregation- First Right of Refusal: For account under Swiss Challenge Method, in terms of Para 6 of the RBI Circular dated 01.09.16, to enhance debt aggregation of the SCs/RCs, first right of refusal will be given to the SC/RC, which has already acquired the highest/ significant share (above 25%), The first right of refusal shall be given to SC/RC subject to production of satisfactory document in relation to acquiring significant stake to Bank before commencement of Auction

7. Under Swiss Challenge Process, the order of preference to sell the asset, at the highest bid, shall be as follows:
   i) The SC/RC which has already acquired highest significant stake and the same time a significant share (above 5%); subject to production of satisfactory document in relation to acquiring significant stake to Bank before commencement of Auction
   ii) The original bidder and
   iii) The highest bidder during the counter bidding process.

8. Bids for Facilities/ Account shall be submitted on "**SR BASIS".**

9. The Bids and all related correspondence and documents should be written in the English language.

10. The Counter Bid shall be typed or written in indelible ink and the Bidder and/or its Authorized Signatory shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

11. Counter bid shall remain valid for a period of 30 days from the date of submission of Bid. However, Suraksha ARC may require the Bidders to extend the validity for such period as may be determined by Suraksha ARC at its discretion. Suraksha ARC reserves the right to reject any Bid which does not meet this requirement.

12. The Bidder should submit a Resolution of Board of Directors/ Power of Attorney (POA) duly supported by the board resolution authorising the signatories of the Bid.

13. Bidders are expected to submit their counter Bid with independent study & assessment in respect of NPA account and value thereof before submitting their Bids. By virtue of submission of the counter Bid, it shall be deemed that the Bidders have conducted their own independent due diligence at their own costs including verifying various legal proceedings, as well as ascertain the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to their satisfaction before submitting the Bid. Any counter Bid made shall be deemed to have been submitted after complete satisfaction of Bidders thereto and or all claims there against and due proper inspection.

14. The Counter Bid should be made on the basis of the terms of the TD as circulated to Bidders without prejudice to Suraksha ARC right to make any amendments.

15. Conditional & Contingent counter Bids shall be liable to be disqualified by Suraksha ARC

16. Counter Bids must be signed by the Bidder (and each page thereof initialled by the Bidder). Absence of duly authorised signatures would render the submission invalid.

17. All costs, expenses and liabilities incurred by each Bidder in connection with the Transaction, including (without limitation) in connection with Due Diligence, preparation and/or submission of the Bid, including fees and disbursements of its own advisors, if any, shall be borne and paid by such Bidder, whether its Bid is accepted or rejected for any reason, and Suraksha ARC does not assume any liability whatsoever in this connection.

18. In those cases where Insolvency & Bankruptcy Code is invoked and NCLT proceeding are going on, if any concurrence/permission of NCLT/RP/CoC is required, the same shall be the sole responsibility of the Assignee.

19. Any discussions or any clarifications, information sought or divulged with respect to the Bid will not constitute an invitation or commitment by Suraksha ARC to enter into any intent, motive, agreement, undertaking or covenant with the Bidder nor shall Suraksha ARC be liable to consummate deal with any Participant on the basis of such discussion, negotiation, information.

20. The Bidder is required to and must exercise utmost good faith, due care and diligence in preparation and submission of the Bid and must ensure that all information provided therein is accurate and complete.

21. It should however be noted that Suraksha ARC does not make any representation as to the correctness, validity or adequacy, sufficiency or otherwise of any such information pertaining to liabilities, encumbrances and dues. The Bidders should do their own due diligence to verify the same. Suraksha ARC does not undertake responsibility for adequacy or sufficiency of information and documents related to financial assets in respect of NPA account. The Bidders should not limit or restrict their due diligence to the documents for assessing the complete risk or even for evaluating the NPA account.

22. Suraksha ARC may, at its sole discretion, add, amend, vary, modify, delete, any of the conditions of TD as may be deemed necessary in the light of the facts and circumstances and issue one or more Addenda, Corrigendum as required without giving any reasons thereto. The response required from Bidders as a consequence of any such Addendum shall be specified in the relevant Addendum and the response thereto will be deemed to constitute a part of the relevant Bidder's Bid.

23. Suraksha ARC may, at any time and for any reason, without giving any reason thereof, change/extend the deadlines/timelines outlined in this TD and shall communicate such change/extension individually to each Bidder.

24. The Successful Bidder shall be solely and absolutely responsible for completion of all statutory, regulatory and other compliances for the said purpose including incurring of any costs, charges and expenses and payment of fees and duties (including the adjudication, stamp duty and registration fee and other similar levy payable and whether payable in one or more states or jurisdictions), statutory and otherwise.

25. Sale of Non-Performing Loan to the Successful Bidder shall be affected by execution of the necessary and appropriate Assignment Agreement(s) in favour of the Successful Bidder, only upon receipt and realization from the Successful Bidder of the entire purchase consideration. The Assignment Agreement finalised by Suraksha Arc will be adopted for the ensuing transaction. Submission of the Bid shall be construed as unconditional acceptance of the same. Please note there shall be no deliberations, negotiation on the draft of assignment agreement and the drafts are not subject to discussion and modifications, except where the nature of transaction requires change in the draft.

26. The Successful Bidder shall be required to pay full purchase consideration on or before 24th March 2026 from the date of declaration as the Successful Bidder.

27. As from the date of execution of the Assignment Agreements as aforesaid in favour of the Successful Bidder/Assignee, all the rights and corresponding duties and obligations of Suraksha ARC in respect of the subject case shall vest in the Assignee. Accordingly, Suraksha ARC shall not continue attending/perusing/defending to the legal cases which have been/maybe filed in relation to the subject case.

28. It is clarified that any payments received in respect of the NPA account from the cut- off date **4th March 2026.** It shall hold such amounts, in trust for the benefit of the Successful Bidder in respect of such Financial Asset, and upon execution of the related Assignment

Agreement and / or transfer instrument shall hand such amounts over to the Successful Bidder or its duly authorised agent.

29. Suraksha ARC shall reserve the exclusive right to deal with the claims pertaining to ECGC/ CGTMSE (both present & future) of NPA account and the successful bidder has no right or authority or claim thereon.

30. All the documents that the Successful Bidder/Assignee has to collect from Suraksha ARC under the terms of the Assignment Agreements will be held at the respective Branches/offices of Suraksha ARC throughout India until collected by the Successful Bidder/Assignee during normal office hours on or after the execution of Assignment Agreements and at any date within 45 days of the execution of Assignment Agreements. It should be noted that it shall be the sole responsibility of the Successful Bidder/Assignee, at its own cost and expense, to collect the aforesaid documents from the various Branches/offices of Suraksha ARC

31. In the event, a successful Bid is received for an account having undevolved non-fund based (NFB) exposure, the Bank expects the successful bidder also take the assignment of the undevolved portion should it get devolved later, on the same terms & conditions as applicable for the initial successful bid. The modalities of the same will be discussed and finalised with the successful bidder prior to execution of the Assignment Agreement. The charge created on securities for such undevolved exposure will be retained by the bank and if there are common securities held, Bank's pari-passu charge will continue.

At the time of assignment of such exposure upon its devolvement, assignment of the exposure would be net of any margin held by the bank for the said exposure.

32. Suraksha ARC reserves its right to cancel the Process at any stage before final confirmation and in that event, in absolute discretion, to follow a different method for sale/transfer of the financial assets which may not be mentioned above. Upon such action Suraksha ARC decision in this behalf shall be final and binding on all the Bidders.

33. Suraksha ARC reserves the right to add or delete account or modify the composition of the account offered for sale and the sale structure at any stage without assigning any reason.

34. Suraksha ARC reserves the right to accept/reject any Bid without assigning any reasons at its discretion. Suraksha ARC also reserves the right not to go ahead with the sale if the price does not match its Benchmark Price or for any other reason which it is not obliged to disclose. The decision of Suraksha ARC in this regard shall be final and conclusive.

35. If by the terms of this TD, any act would be required to be performed on or within a period ending on a day, which is not a Business Day, then it shall be performed, on or by the immediately succeeding Business Day.

36. The Bidder shall not be entitled to withdraw or cancel Bid once submitted.

37. In the event of any dispute and /or difference on the point of meaning or definition of any particular word used in this TD or, in respect of interpretation of any clause of this TD or, this TD as a whole or, in respect of sequence of events mentioned therein, decision of the Chief

Manager, Suraksha ARC in charge of Operation_Department, shall be final and binding on all the parties concerned.

38. Disputes, if any, shall be subject to jurisdiction of Mumbai Courts/ Tribunals only.

39. The sale process shall comply with the Reserve Bank of India (Asset Reconstruction Companies) Directions, 2025 and other applicable laws dated November 28, 2025 as modified, updated, amended or replaced, from time to time.

Annexure I
Counter Bid Format

[On the letter-head of the Bidder]

Date:

Name and address of the registered office of the Bidder		**Principal Outstanding (Rs. In Crs)**	**Total Bid Amount**
Sr. No.	**Trust Name**		
1.	Suraksha ARC	157.61 Crores	Rs. ________

We hereby confirm that the Financial Assets (Non – Performing Account) are being sold on "As is what is and As is where is" basis without recourse to Suraksha ARC. We have conducted our own independent assessment, investigation, due-diligence and have sought independent professional, financial and legal advice, before submitting this Expression. Suraksha ARC shall not be in any way liable for anything pertaining to the same.

We hereby agreed with terms and conditions of Tender Documents.

Signature (s)		**For** **Name & designation of the signatory:**

Annexure II DECLARATION

[On the letter-head of the Bidder]

Date:

Ms. Pratibha Upadhyay
Chief Manager
ITI House, 36 DR. R.K Shirodhkar Marg,
Parel East, Mumbai-400012
Phone no: 9920218407
Email: pratibha.upadhyay@surakshaarc.com

Dear Sir,

Re: Bids for purchase of Financial Assets (Non – Performing Account) of Suraksha Asset Reconstruction Limited pursuant to the issuance of TD by Suraksha Asset Reconstruction Limited.

I/We, the Bidder aforesaid do hereby state that, I/We have read the entire terms and conditions of the 'Tender Document ("TD") for Sale of Financial Assets (Non – Performing Account) of Suraksha Asset Reconstruction Limited understood them fully. I/We hereby unconditionally agree to confirm with and to be bound by the terms of the same.

We confirm that we are legally entitled to be the purchasers of Financial Assets (Non – Performing Account) in the event of acceptance of our Expression by Suraksha Asset Reconstruction Limited and neither the execution and delivery of the Expression and the proposed execution of relevant documents in the event of acceptance of our Bid by Suraksha Asset Reconstruction Limited nor the consummation of the transactions contemplated thereby, nor the fulfilment of or compliance by us with the terms and conditions of the TD, conflict/will conflict with or result/will result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgement, order, injunction, decree or ruling of any court or Statutory Authority, or any law, regulations, rules etc.) or any covenant or agreement or instrument to which we/our nominee are/is now a party, nor does/would such execution, delivery, consummation or compliance violate or result in the violation of any of our/our nominee's constitution documents.

Yours faithfully

(M/s.___) Signature of Authorised Signatory

Annexure III
Letter of Refund of EMD
(To be provided on letter head of the Bidder's Company)

Date:

Ms. Pratibha Upadhyay
Chief Manager
ITI House, 36 DR. R.K Shirodhkar Marg,
Parel East, Mumbai-400012
Phone no: 9920218407
Email: pratibha.upadhyay@surakshaarc.com

Dear Sir,

Sub: Request for refund of EMD

REF: YOUR .... dated DD/MM/YYYY
We ___________ had participated in the Bid Process for purchase of Non-Performing Loan (NPA) Account of Suraksha ARC and we are an unsuccessful bidder. As part of the process, we have remitted EMD of Rs. _______ (Rupees only).

Kindly refund the EMD remitted in the below mentioned account under intimation to us:

Name of the Bank with Branch	
Account Type	
Account Title	
Account Number	
IFSC Code	

Signature of Authorized Signatory:

Name of Signatory:
Designation:

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and entered into this ___day of ___2026 by and between

Suraksha Asset Reconstruction Limited, a company incorporated under Companies Act, 2013 and registered as an Asset Reconstruction Company with Reserve Bank of India under section 3 of The Securitization And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002, (SARFAESI Act, 2002) and having its registered office ITI House, 36, Dr. R.K. Shriodhkar Road, Parel East, Mumbai - 400012, (hereinafter referred to as **SARL** which expression shall mean and include its successors and assigns as the case may be of the One Part

AND

______________**,** a company incorporated under the provisions of ______________ and having its registered office ________, (hereinafter referred to as ____ which expression shall mean and include its successors and assigns as the case may be of the Other Part

SARL and ______ are hereinafter collectively referred to as Parties and individually as separately identified.

The Parties providing Confidential Information to other Party shall mean "**Disclosing Party**" and Party receiving the Confidential Information shall mean "**Receiving Party"**

WHEREAS:

A. SARL is an Asset Reconstruction Company registered as an Asset Reconstruction Company with Reserve Bank of India under section 3 of SARFAESI Act, 2002 and in business of securitization and asset reconstruction by understanding the reason of stress conducting due diligence.

B. _____ is __________________.

C. The Parties intend to engage in discussion and negotiations concerning the establishment of a business relationship arising out of Sale and Purchase of Non-Performing Assets / Security Receipts within the purview of SARFAESI Act, 2002 and in terms of Securitization Companies & Reconstruction Companies (Reserve Bank) Guidelines and Directions, 2003 issue from time-to time, Master Circulars & notifications issued by Reserve Bank of India. In course of such discussions and negotiations, it is anticipated that the Disclosing Party may disclose or deliver to the Receiving Party certain confidential or proprietary information, for the purpose of enabling
the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "The Purpose").

D. **SARL** and ____ do hereby agree that the recitations contained herein are contractual in nature and essential for the purpose of this Agreement and not mere recitations of fact and shall form part of the contract.

NOW, THEREFORE, for and in consideration of the premises, recitations, agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and admitted, **SARL** and ____ do hereby agree as follows:

1. DESCRIPTION OF CONFIDENTIAL INFORMATION

"Confidential Information" shall mean all confidential, proprietary or trade secret information relating to Disclosing Party including without limitation, information regarding the business operations, financial information, customer information, marketing strategies of Disclosing Party and all other proprietary rights, and all other equivalent or similar rights which may subsist anywhere in the world, including any renewals or extensions thereof and any notes, compilations, studies, interpretations, presentations, correspondence or other writings made available to the Disclosing
Party by Receiving Party whether in physical or electronic form, whether prior to the execution of this Agreement, and is specifically marked "Confidential", including any verbal indication that has been documented in writing and marked as "Confidential" shall be

deemed to be Confidential Information. Provided that "Confidential Information" shall not include information or material which the Receiving Party can show:

1.1. is now or subsequently becomes legally and publicly available without breach of this Agreement by Receiving Party;

1.2. was rightfully in the possession of Receiving Party without any obligation of confidentiality prior to receiving it from Disclosing Party;

1.3. was rightfully obtained by Receiving Party from a source other than Disclosing Party without any obligation of confidentiality;

1.4. was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence; or

1.5. is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that Receiving Party shall, unless prohibited by law or regulation, promptly notify Disclosing Party of such order and afford Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. <u>NON-DISCLOSURE AND LIMITED USE</u>

2.1. Receiving Party shall disclose Confidential Information only to employees, partners or shareholders, directors, potential investors, who need to know such information with respect to the Purpose, and who have signed agreement that obligate them to treat Confidential Information as required under this Agreement;

2.2. Receiving Party shall not use any Confidential Information for any purpose except for the Purpose described under this Agreement;

2.3. Receiving Party shall not use the Confidential Information provided or learnt for its own benefit either directly or indirectly;

2.4. Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential information. In no event, however, Receiving Party shall use less than a reasonable degree of care to protect the Confidential Information from unauthorized disclosure; and

2.5. Receiving Party shall not change the nature of the Confidential Information and shall not share such Confidential Information to any third party without prior written consent of Disclosing Party.

2.6. No copies of Confidential Information may be made unless approved in writing by Disclosing Party unless legitimately required to be made for the Purpose.

2.7. Receiving Party hereby undertake to comply with all applicable law including but not limited to Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (to the extent applicable as a recipient of the Confidential Information).

3. PUBLICATIONS:

Neither party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents /provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. NOTICE OF DISCLOSURE:

In the event that Receiving Party is requested or becomes legally compelled to disclose any Confidential Information of Disclosing Party to any other party or by order of court or governmental agency, it is agreed that Receiving Party will, unless prohibited in law, provide Disclosing Party with prompt written notice of such request(s) to enable Disclosing Party to seek a protective order to protect and preserve the confidential nature of the Confidential Information. In such event, Receiving Party agrees that it will furnish only that portion of the Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information and other information which is being disclosed.

5. REPRESENTATION AND WARRANTIES OF PARTIES:

Each Party hereby represents and warrants to the other Party:

5.1. Each Party is duly incorporated and registered validly existing under laws applicable to them and authorized to do and carry on its business;

5.2. All corporate authorizations and all other applicable governmental, statutory, regulatory or other consents, licenses, authorizations, waivers or exemptions required to empower each Party to enter into and perform its obligations under this Agreement have been obtained.

5.3. This Agreement has been duly and validly executed and delivered by both the Parties and constitutes a legal and binding obligation of enforceable against each Party;

6. <u>TERM</u>

6.1. This Agreement shall be effective from the date hereof and shall continue until expiration or termination of this Agreement due to cessation of the business relationship between the Parties or until execution of definitive agreement(s) between the Parties regarding the Purpose hereof or upon the expiry of one (1) year from the date of this Agreement, whichever is earlier; and

6.2. Upon expiration or termination as contemplated herein, except where termination occurs due to execution of definitive agreement(s) between the Parties regarding the Purpose hereof, Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof within 7 days after expiration and termination of this agreement provided that such portion of the Confidential Information may be retained by the Receiving Party as necessary to comply with its internal document retention norms and applicable law with the written approval of SSAIPL.

7. <u>TITLE AND PROPRIETARY RIGHTS:</u>

Notwithstanding the disclosure of any Confidential Information by Disclosing Party to Receiving Party, the Disclosing Party shall retain ownership title and all intellectual property and proprietary rights in the Confidential Information. Receiving Party shall not be entitled to claim any proprietary or as licensee any right, title, interest in the Confidential Information or any trademark, patent or copyright, or application for same, which belongs to and which are now or hereafter may be obtained by Receiving Party. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, copyright or any other proprietary right of Disclosing Party.

8. REMEDIES AND JURISDICTION:

The Parties agree that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to ascertain. The Parties recognize that their violation of this Agreement could cause the other Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Parties agree that the non-breaching Party shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief that the non-breaching Party deems appropriate. This right shall be in addition to any other remedies at law or in equity that it may have, shall be entitled to equitable relief, injunctive relief, or specific performance or both. The Parties hereby submit to the exclusive jurisdiction of the courts of Mumbai.

9. NOTICES:

All notices to be given pursuant to this Agreement will be in writing and addressed to the Parties at their aforesaid address.

10. NO WAIVER:

The failure of either Party to insist upon strict compliance by the other Party of one or more covenants and restrictions contained herein, whether on one or more occasions, shall not be construed as a waiver, nor shall such a course of action deprive any Party of the right thereafter to require strict compliance of the terms hereof. If the Parties hereto waive any of the conditions, terms or provisions contained herein, or any of the duties or obligations of the other Party hereunder, such waiver shall be effective only if in writing and signed by the Party waiving any such item.

11. MISCELLANEOUS:

11.1. The rights and remedies set forth in this Agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive either Parties of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this Agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of another appropriate remedy or remedies.

11.2. This Agreement supersedes all previous and contemporaneous communications, transactions and understandings, whether oral or written, and constitutes the sole and entire agreement pertaining to the Purpose hereof. No modification or addition to these terms shall be binding unless made in writing and signed by an authorized representative of both Parties hereto.

11.3. All Confidential Information is provided "as is". In no event shall Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Disclosing Party constitutes any representation, warranty, assurance, guarantee or inducement by the Disclosing Party to Receiving Party with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11.4. This Agreement will be governed by and construed in accordance with the laws of India.

11.5. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

11.6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

11.7. Severability: If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

11.8. The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

IN WITNESS WHEREOF, the signatories have executed this Agreement as on the day and the year first hereinbefore written.

Signed, sealed and delivered by within name **First Party** Suraksha Asset Reconstruction Limited **through** **Name:** **Ms. Pratibha Upadhyay** **Designation:** **Chief Manager**	

On Investor's Letter Head

Date -

Ms. Pratibha Upadhyay
Chief Manager
ITI House, 36 DR. R.K Shirodhkar Marg,
Parel East, Mumbai-400012
Phone no: 9920218407
Email: pratibha.upadhyay@surakshaarc.com

Sub: Sale of Financial Asset (Non-Performing Account) – _________________

We refer to Suraksha ARC's advertisement on website/e- mail dated ______ on transfer of Stressed Loan Exposure(s). We are interested and hereby confirm our intention to proceed with due diligence in Data Room being set up by you. We confirm that:

- We are eligible and have the financial capacity to conclude the purchase of loan exposure(s) which has been showcased as per the said date in accordance with the applicable laws and regulations of India.
- We confirm that we are not ineligible under Section 29A of the Insolvency and Bankruptcy Code, 2016, as amended from time to time, to submit a Resolution Plan for the corporate debtor.
- In undertaking this transaction, we have no conflict of interest with and are not related, directly or indirectly, to Suraksha ARC.
- We have executed a non-disclosure agreement (NDA) dated in the prescribed form and such original NDA is attached herewith and is currently valid.
- Resolution of Board of Directors/Power of Attorney (POA) duly supported by the Board Resolution authorizing the signatories for submission of EoI is enclosed.
- Details of the Contact person/ Authorised signatory with address, contact nos. and Email ID is as under:

Name of the Person and Designation	Contact Details and Email IDs

Kindly arrange to send copy of Preliminary Information Memorandum (PIM) on the above-mentioned email Ids. We shall be in touch with the concerned official as mentioned in the web-notice for due-diligence.

With regards,

Authorized Signatory

Enclosed:
NDA dated ____________
29 A Undertaking______