

ALLAHABAD BANK
Head Office: 2 N.S. Road, KOLKATA-700001

All Asset Reconstruction Companies (ARCs)
NBFCs/FIs etc

Date: 07.08.2017

SALE OF FINANCIAL ASSETS ON CASH &/ OR CASH CUM SR BASIS

Dear Sir/Madam,

The Bank proposes to sell/ assign eighty five non-performing assets as per list enclosed to ARCs/NBFC/FIs etc on **Cash/ Cash cum Security Receipt** basis on the terms and conditions detailed below.

Terms and conditions:

1. Offers/ bids will be invited from the ARCs/NBFC/FIs etc. on single asset/basket/portfolio basis and on Cash or Cash cum Security Receipt basis. **The Bidding will be held on e-auction platform** after completion of due diligence as per schedule given below. The detailed information/ scanned documents of participating bidders/ authorised person will be sought after receipt of Expression of Interest (EOI) as per requirement. In case, for any reason, Bidding is carried out through Sealed Cover, Bank will intimate the format of bidding after failure of 2nd e-bidding process on 06.09.2017.
2. Security Receipt will have pari-passu redemption.
3. Tenure of SR shall not exceed 5 years. Extension of tenure is subject to RBI guidelines.
4. ARCs shall invest a minimum of 15% (or as prescribed/ changed by RBI up to the date of submission of the Bids) of SRs on ongoing basis till the redemption of all SRs issued. If more than one ARC offer same amount of SR then preference will be given to that ARCs which will offer highest cash component.
5. The management fees shall be calculated as maximum annual fee of 2.00% on the Net Asset Value (NAV) at the lower end of the range of the NAV specified by the Credit Rating Agency (CRA), provided the same is not more than the acquisition value of the underlying asset & it is payable till the NAV is positive. However, management fees are to be reckoned as maximum annual fee on the actual outstanding value of SRs, before the availability of NAV of SRs. Taxes payable on such fee, if any, would accrue to the Trustee on a quarterly basis. The same shall be payable out of the Trust fund forthwith upon any recovery or realization of the financial asset forming a part of the Trust Fund. Realization & appropriation of Management Fee will be governed by the guidelines issued by RBI from time to time.
6. The Incentive on cash value of SR redeemed will be given to ARCs, if recovery is effected within period of 5 years, at the following rate:
 - a) 1st & 2nd year - 5%
 - b) 3rd & 4th year - 4%
 - c) 5th year - 3% & after that- Nil
7. Excess recovery/ upside over & above the value of the SRs shall be shared by the Bank & ARC on not less than 80:20 basis in case of assets put on sale/ assignment on 15:85 basis and 40:60 basis, if assets put on sale/ assignment on 51:49 basis. ARCs will have to provide on quarterly basis, a report on the value realized from each asset/ basket in Bank's prescribed format.
8. In accordance with RBI guidelines the first right of refusal shall be offered to the ARC which have already acquired the highest & at the same time a significant share (25-30%) of the asset, for acquiring the asset by matching highest bid. **If any ARCs have a significant share in any account, they are requested to inform in writing giving details of assets taken over before initiation of Bidding.**
9. Expenses incurred after acquisition of assets on the formation of the trusts, stamp duty, registration, etc. which are recoverable from the trust, should be reversed, if these expenses are not realized within 180 days from the planning period. Realization & appropriation of post acquisition cost will be governed by the guidelines issued by RBI from time to time.
10. All sales shall be **'without recourse'** to the Bank. In the event of non-realization of amount out of secured assets, the bank will not be liable to refund anything in part or full.
11. The sale is on **"As is where is basis"**, therefore site visits are not envisaged.

12. For taking part in the bidding process ARCs/NBFC/FIs etc. are advised to authorise/ depute their Authorised Person with proper authority letter & Power of Attorney/ Authorisation letter for negotiation.
13. The reserve price of the assets put on sale will be disclosed as per guidelines of RBI. If the highest bid received is above the Reserve Price and a minimum of 50 per cent of sale proceeds is in cash, and also fulfils the other conditions specified in this offer letter, acceptance of that bid would be mandatory.
14. In case, Bidding is held through sealed cover, the bids will be opened & evaluated in the presence of the representatives of the ARCs (if present at the time of bid opening). It is to be noted that even if any representative of any ARC is not present, the bids will be opened in presence of the Bank's internal Bid Opening & Evaluation Committee. After opening of the bids, the said Committee may carry out inter-se bidding for those Assets/Baskets/portfolio where same amount is offered by more than one ARC.
15. The Bids submitted by ARC/ASC should be unconditional, irrevocable & binding in all respect. ARC/ASC cannot withdraw the bid once submitted to bank & successful bidder (ARCs /NBFC/Fis etc) has to complete the transaction related to sale of the accounts where they are declared successful bidder in the time bound program as notified in the schedule.
16. Under no circumstances successful bidder can refuse to complete the transaction citing any reason or defects/ objection in any account. If they do so, the matter will be reported to RBI & the ARC association for taking necessary action.
17. The Bank reserves the right to withdraw any account from the sale process or reject and/ or cancel or defer the entire sale process of the non-performing assets without assigning any reason.
18. Bank shall not be liable for any of the above actions & shall be under no obligation to inform the Bidder of the same.
19. Upon any revocation of the Trust (other than any revocation of the Trust on account of adverse tax consequences) or upon any termination of the Trust by Security Receipt Holder or upon appointment of any Person other than purchasing ARC as the Trustee, breakage cost at a specified rate of the value of the Trust Fund as determined for the purpose of the most recent declaration of NAV, shall be payable to the Trustee. Breakage/ termination cost will be given at maximum 1 %. However preference will be given to those ARCs who will quote lower breakage/termination cost in their bid.
20. The reimbursable cost and expenses incurred, defrayed and paid by the Trustee shall be a liability of the Trust recoverable by the Trustee alongwith interest at a specified rate per annum on the Reimbursable Costs and Expenses outstanding from time to time for the period commencing from the date of their incurrence, defrayal or payment as the case may be and ending on the date of its reimbursement from the Trust Fund to the Trustee. The rate of interest payable on reimbursable cost and expenses will be maximum at 15 %. However preference will be given to those ARCs who will quote lower rate of interest in their bid.
21. If any guidelines are changed by RBI during the sale process or before completion of transaction, the same will be binding on the successful bidder.
22. **The Cut- off date shall be 31.08.2017, which is the date of end of due diligence.**
23. The Balance Outstanding as on Cut-off date will be provided on the next working date i.e. 01.09.2017.
24. The sale/ assignment of NPAs by the Bank is subject to the Terms & Conditions as detailed in the offer documents/notification. Bank reserves the right to add/ modify/delete any of the terms & conditions at its sole discretion.
25. **It is to be noted that no other terms & conditions other than those mentioned in this document , are acceptable to the Bank; even though they may be mentioned in any offer documents/Trust Document to be submitted by ARCs /NBFC/Fis etc to the Bank at the time of transaction or execution of the document. In this regard, ARCs /NBFC/Fis etc may get approved their draft of Assignment Agreement (as per IBA approved format), Offer Document, etc beforehand from the Bank.**

Accordingly, the interested ARCs /NBFC/Fis etc who are permitted by Reserve Bank of India to buy such assets are invited to submit their bid to the undersigned in a sealed cover on or before the date of submission mentioned in the time schedule given below at sl. No "g". Other guidelines are furnished below:

- a) Sale process will be as per the guidelines adopted by our Bank.
- b) A '**Non-Disclosure Agreement**' (NDA) is to be executed on non-judicial stamp paper of Rs. 100/-, and submitted to Shri Sanjay Kumar Agrawal, Chief Manager (Recovery), Allahabad

Bank, Head Office, .2, N.S. Road, Kolkata-700 001, before initiating due diligence. Scanned copies sent by email are acceptable; however hard copies are to be sent afterwards. The NDA will be valid for 1 year from the date of execution. After receiving NDA & request from ARCs, the soft copies of the Preliminary Information Memorandums (PIMs) and reserve price of the assets put on sale will be provided through email on the addresses provided by them to us. ARCs/NBFC/FIs etc are required to furnish their email addresses & details of the contact person for correspondence for obtaining soft copies of PIM through e-mail. ARCs who have submitted NDA already during last sale process of June.17 quarter, need not to submit the NDA again.

- c) The brief of the assets offered for sale/ assignment will be mentioned in respective Preliminary Information Memorandums (PIMs).
- d) Information in the PIM has been given only with a view to have an overview of the asset put on sale. Maximum care is taken for providing information in the PIM; however, ARCs /NBFC/Fis etc are requested to collect all the information in respect of any NPA account from the records available with the Bank. Deriving and /or collecting and /or assorting relevant data and information shall be the responsibility of the prospective Bidders.
- e) Photocopies of important correspondences/ documents related to the assets for sale will be available at the Data Room for perusal of the representative of ARCs/ASCs carrying out the Due Diligence during working hours on all working days, in between 11.08.2017 to 31.08.2017. For any queries in this regard ARC may contact Sri Salil Kumar Sharma, AGM, at Data Room or Shri Sanjay Kumar Agrawal, CM & nodal officer, at Head Office.
- f) The Data Room will be located at the premises of our **FGMO, Mumbai**. The address of the Data Room, & details of contact person are given below:

Address	Contact Person	Telephone No.
Allahabad Bank, Field General Manager's Office 3 rd Floor, Plot No.35,37/39 Mumbai Samachar Marg Near Bombay Stock Exchange, Fort MUMBAI-400023, Maharashtra	Sri Salil Kumar Sharma, Asst. General Manager	Mob:09662533395 Land line-022-2262-6094

g) **Time schedule of sale process.**

Date	Particulars
07/08/2017	Notification of Sale Process to ARCs/NBFC/Fis etc. /Paper publication/Hosting on Website
10/08/2017	Last date of submission of Expression of Interest (EOI)
11/08/2017	Commencement of Due Diligence (DD) Process by ARCs at Data Room, Mumbai
31/08/2017	End of DD process & Cut Off Date
01/09/2017	Intimation to ARCs/NBFC/Fis etc. regarding the balance outstanding in proposed accounts for sale as on Cut Off date
04/09/2017	E Bidding/Auction from 11.00 AM.
06/09/2017**	E Bidding if e bidding on 04/09/2017 fails due to technical or any other reason
08/09/2017**	If e-bidding fails for 2 nd time due to technical or any other reason, Submission of Bids in Sealed Cover up to 11.30 AM at Allahabad Bank, Head Office, Recovery Department, 2, N.S.Road, Kolkata – 700001. Bid will be opened at 12.00 Noon at the same venue.
Very next meeting of MCBOD	Approval by Competent Authority
Within 1 day of approval	Communication of approval of the Bid to successful bidder.
After getting the sale approval at earliest	<ul style="list-style-type: none"> • Deposit of bid amount by ARC
Any date mutually agreed between ARC & Bank but not later than 18/09/2017	<ul style="list-style-type: none"> • Signing of Assignment Agreement and other documents relating to sale/ assignment of Assets.

** To be held on failure of e-bidding due technical or any other reason.

For further queries, interested ARCs/NBFC/FIs etc. may contact Shri Sanjay Kumar Agrawal (Chief Manager) (his contact no.+919674997255) at Recovery Department, Head Office, 2, N S Road, Kolkata 700 001.

Our email address for correspondence relating to the proposed asset sale/ assignment is:

arcsale.horecovery@allahabadbank.in

Yours faithfully

General Manager (Recovery)

Encl: 1. List of accounts put on sale- Annex-I
2. Draft copy of Assignment Agreement (IBA Approved) - Annex-II
3. Format of NDA- Annex-III

ANNEX I

LIST OF NPA ACCOUNTS FOR SALE/ASSIGNMENT DURING SEPT 2017 QTR

SL	FGM	ZONE	BRANCH_NAME	CUSTOMER_NAME	O/S Balance
1	BHOPAL	BHOPAL	BHOPAL-HABIBGANJ	MARUTI STEEL TUBES	16.07
2	BHOPAL	BHOPAL	BHOPAL-T.T.NAGAR	MAA FORMULATIONS PVT LTD	2.63
3	BHOPAL	BHOPAL	BHOPAL-T.T.NAGAR	VAISHNAV FIBRE LTD	9.95
4	BHOPAL	BHOPAL	INDORE	REVATI CEMENTS PRIVATE LIMITED	16.40
5	HYDERABAD	HYDERABAD	IFB, SECUNDERABAD	PCH LIFESTYLE LIMITED	8.34
6	HYDERABAD	HYDERABAD	IFB, SECUNDERABAD	PCH RETAIL LIMITED	13.80
7	KOLKATA	ASANSOL	BARDWAN STA. BAZAR	ASHOK KUMAR DUTTA	1.03
8	KOLKATA	ASANSOL	BARDWAN STA. BAZAR	CHANDAN DUTTA	1.04
9	KOLKATA	ASANSOL	BARDWAN STA. BAZAR	RANAJIT KUMAR ROY	1.04
10	KOLKATA	ASANSOL	BARDWAN STA. BAZAR	SUBHAS CHANDRA MUKHERJEE	1.04
11	KOLKATA	ASANSOL	NACHAN ROAD	GHOSE TRADER	2.58
12	KOLKATA	ASANSOL	NACHAN ROAD	KARMAKAR ENTERPRISE	3.02
13	KOLKATA	BERHAMPORE	SANTINIKETAN ROAD	ANAND BIHAR HEEMGHAR PVT LTD	4.30
14	KOLKATA	BERHAMPORE	SANTINIKETAN ROAD	ANAND HIMGHAR (P) LTD	4.74
15	KOLKATA	BERHAMPORE	SANTINIKETAN ROAD	ARYAN HEEMGHAR (P) LTD	2.97
16	KOLKATA	BERHAMPORE	SANTINIKETAN ROAD	OHM KRISHNA HEEMGHAR P LTD	4.21
17	KOLKATA	BERHAMPORE	SANTINIKETAN ROAD	SRIANAND HEEMGHAAR PVT LTD	4.23
18	KOLKATA	CHINSURAH	KONNAGAR	SHREEBHUMI STEEL P LTD	3.21
19	KOLKATA	KOLKATA METRO	ARMB, KOLKATA	ADITI LOGISTICS PVT LTD	2.40
20	KOLKATA	KOLKATA METRO	ARMB, KOLKATA	ADITI RICE MILLS PRIVATE LIMITED	15.94
21	KOLKATA	KOLKATA METRO	ARMB, KOLKATA	JAYANAND HEEMGHAR (P) LTD	5.26
22	KOLKATA	KOLKATA METRO	ARMB, KOLKATA	OHMANAND HEEMGHAR PVT LTD	5.51
23	KOLKATA	KOLKATA METRO	IB-KOLKATA	D N EXPORTS	4.82
24	KOLKATA	KOLKATA METRO	IB-KOLKATA	DALHOUSIE PRINTERS	2.70
25	KOLKATA	KOLKATA METRO	IB-KOLKATA	MA CHANDI DURGA CEMENTS LIMITED	13.35
26	KOLKATA	KOLKATA METRO	IB-KOLKATA	MAGNACON ELECTRO INDUSTRIES PVT.	1.83
27	KOLKATA	KOLKATA METRO	IB-KOLKATA	NETWORK TRADELINK P LIMITED	4.16
28	KOLKATA	KOLKATA METRO	IB-KOLKATA	PIONEER SUPPLIERS PVT. LTD.	1.19
29	KOLKATA	KOLKATA METRO	IB-KOLKATA	RAIMENT OVERSEAS LTD	12.69
30	KOLKATA	BERHAMPORE	PANCHGRAM	SAI METAL INDUSTRIES	1.86
31	KOLKATA	KOLKATA METRO	IB-KOLKATA	TROPICAL CLOTHING CO. PVT. LTD	1.56
32	KOLKATA	KOLKATA METRO	IFB-KOLKATA	EASTERN SILK INDUSTRIES LIMITED	96.90
33	KOLKATA	KOLKATA METRO	IFB-KOLKATA	PAILAN EDUCATIONAL TRUST	27.05
34	KOLKATA	KOLKATA METRO	SME FINANCE BRANCH	MAYA STEEL PROJECTS	5.31
35	KOLKATA	KOLKATA METRO	KOLKATA-MAIN	SIDDHI EDIBLES PVT LTD	18.74
36	KOLKATA	KOLKATA METRO	KOLKATA-MAIN	VISHAL VINIMAY PRIVATE LIMITED	2.37
37	KOLKATA	KOLKATA URBAN	BRABOURNE ROAD	FIVE STAR VANIJYA PVT. LTD.	8.03
38	KOLKATA	KOLKATA URBAN	HOWRAH-N.S. ROAD	MADHUKAR INDIA FOOD PVT LTD	4.35
39	KOLKATA	KOLKATA URBAN	SHAM BAZAR	ROADLINES CORPN. PVT. LTD.	8.17
40	KOLKATA	KOLKATA URBAN	SOUTH SINTHI	LOKNATH EXIM	2.39
41	KOLKATA	KOLKATA URBAN	SOUTH SINTHI	THE BENGAL PACKAGING INDUSTRY	1.49
42	KOLKATA	MIDNAPORE	KHARAGPUR	HRSHIKESH HEEMGHAR PVT.LTD.	5.41
43	KOLKATA	MIDNAPORE	KHARAGPUR	SATA HRISHI COLD STORAGE PVT LTD	9.02
44	LUCKNOW	KANPUR	KANPUR-M.G.ROAD	GOLDEN STRIPS PVT. LTD.	6.25
45	LUCKNOW	LAKHIMPUR KHER	LAKHIMPUR	SRIRAM GRAMODYOG SANSTHAN	2.51
46	LUCKNOW	LUCKNOW	ARMB, LUCKNOW	NEELKANTH LIQUOR & DISTILLERIES (P) L	3.32
47	LUCKNOW	LUCKNOW	JAGDISHPUR	SUBHADRA INDUSTRIS	1.04
48	LUCKNOW	MEERUT	MEERUT-BEGUM BRIDGE	SINGH MARBLES AND STONE	1.09
49	LUCKNOW	VARANASI	IB-NADESAR	PURVANCHAL MILK PROD. P LTD	6.10
50	MUMBAI	AHMEDABAD	BARODA-RAJMAHAL RD	KANERIA GRANITO LTD.	17.80
51	MUMBAI	AHMEDABAD	GANDHIDHAM	P.N.K. OVERSES	14.75
52	MUMBAI	AHMEDABAD	S P NAGAR BRANCH	ALPHA NIPPON INNOVATIVES LIMITED	68.88
53	MUMBAI	MUMBAI	ARMB, MUMBAI	K.LIFESTYLE & INDUSTRIES LTD.	17.73
54	MUMBAI	MUMBAI	ARMB, MUMBAI	SAI ANSH GOLD HOUSE P LTD	28.37

55	MUMBAI	MUMBAI	ARMB, MUMBAI	SHUBHANKAR MERCANTILE PVT LTD	15.17
56	MUMBAI	MUMBAI	IFB,MUMBAI	SEVENHILLS HEALTHCARE LTD	62.72
57	MUMBAI	MUMBAI	MUMBAI-ANDHERI EAST	SUMEET APPLIANCES PVT LTD.	1.07
58	MUMBAI	NAGPUR	SME FINANCE BRANCH	MOHAN TYRE	2.30
59	NEW DELHI	AMRITSAR	JALANDHAR-CIVIL LINES	KEW INDUSTRIES LIMITED	4.32
60	NEW DELHI	CHANDIGARH	MADHYA MARG	PANM BIOTECH P LTD	2.65
61	NEW DELHI	CHANDIGARH	NARWANA	RAMESHWAR & CO.	3.21
62	NEW DELHI	CHANDIGARH	SAFIDON	ASIAN HATCHERY	1.42
63	NEW DELHI	CHANDIGARH	SAFIDON	MILLENNIUM HATCHERIES	1.24
64	NEW DELHI	DELHI-NCR	BASUNDHARA	FUTURE TAP SANITATION	2.97
65	NEW DELHI	DELHI-NCR	FARIDABAD	SHREE JEE INFRASTRUCTURE	1.28
66	NEW DELHI	DELHI-NCR	FARIDABAD OLD	PRESTOREX INTERNATIONAL	5.20
67	NEW DELHI	DELHI-NCR	GHAZIABAD-DELHI GATE	SHIVANI MULTI UTILITY ENGG CO	1.51
68	NEW DELHI	JAIPUR	JAIPUR	HARIUGAM ENTERPRISES	3.14
69	NEW DELHI	LUDHIANA	IB-LUDHIANA	CRS HOSPITALITY PRIVATE LIMITED	3.66
70	NEW DELHI	LUDHIANA	IB-LUDHIANA	GANPATI HOSIERY MILLS	8.79
71	NEW DELHI	LUDHIANA	IB-LUDHIANA	KASHMIR APIARIES PVT LTD	13.92
72	NEW DELHI	LUDHIANA	IB-LUDHIANA	LITTLE BEE IMPEX	7.45
73	NEW DELHI	LUDHIANA	LUDHIANA-LINK ROAD	JAGJIT SINGH KAPOOR	6.67
74	NEW DELHI	LUDHIANA	SANGRUR	AMARINDER SINGH	1.03
75	NEW DELHI	NEW DELHI	ARMB, NEW DELHI	MVL INDUSTRIES LIMITED	27.77
76	NEW DELHI	NEW DELHI	ARMB, NEW DELHI	RELIABLE MARKETING	1.21
77	NEW DELHI	NEW DELHI	ARMB, NEW DELHI	S.D.INFOSYS	3.07
78	NEW DELHI	NEW DELHI	ARMB, NEW DELHI	SEMENTIC INFO. AND TECH. PVT LTD	2.03
79	NEW DELHI	NEW DELHI	ARMB, NEW DELHI	STERLING ENGINEERS	3.16
80	RANCHI	RANCHI	ARMB RANCHI	BALAJI FLYASH PVT. LTD.	1.96
81	RANCHI	RANCHI	ARMB RANCHI	BHAWANI ENTERPRISES	1.04
82	RANCHI	RANCHI	ARMB RANCHI	CREATIVE DEVELOPER	2.23
83	RANCHI	RANCHI	ARMB RANCHI	SRIVARI EXIMS PVT.LTD	1.07
84	RANCHI	RANCHI	ARMB RANCHI	U K CONSTRUCTIONS	1.34
85	RANCHI	RANCHI	ARMB RANCHI	Y.D.TRANSPORT COMPANY	1.32

Dated _____

ASSIGNMENT AGREEMENT

BETWEEN

**Allahabad Bank
as Assignor**

AND

----- Asset Reconstruction Company Limited

**(Also acting in its capacity as Trustee of the -----ARC Trust-----)
as Assignee**

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (hereinafter referred to as this “**Agreement**”) made at ----- on this ____ day of _____ 2015:

BETWEEN

Allahabad Bank, a Body Corporate under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at N.S. Road, Kolkata - 700 001 (hereinafter referred to as the “**Assignor**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **FIRST PART**;

AND

-----**Asset Reconstruction Company Limited**, a company incorporated under the Companies Act, 1956 and registered as a securitisation and asset reconstruction company pursuant to Section 3 of the SARFAESI (as hereinafter defined), having its registered office at ----- as its own/ acting in its capacity as trustee of the ----- **Trust** - --- for the benefit of the holders of Security Receipts issued by the trustee there under (hereinafter referred to as the “**Assignee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**.

The Assignor and the Assignee are hereinafter individually referred to as a “**Party**” and collectively referred to as “**Parties**”.

WHEREAS:

- (A) The Assignee is a securitisation and asset reconstruction company, registered as such, pursuant to Section 3 of the SARFAESI, also acting in its capacity as trustee of ----- **Trust** - -----, declared pursuant to the trust deed dated ----- executed by the Assignee (such deed hereinafter referred to as the “**Trust Deed**”), for the benefit of the holders of the Security Receipts issued by the trustee there under.
- (B) The Assignor has, under certain Financing Documents entered into between the Assignor and the Borrowers named therein, extended from time to time, certain Financial Assistance to the respective Borrowers.
- (C) The Assignor is desirous of assigning to the Assignee, the Loans, disbursed under the aforesaid Financing Documents together with all its rights, title and interest in the Financing Documents and any underlying Security Interests, pledges and/or guarantees in respect of such Loans. Further, the Assignee on the basis of the Due Diligence Exercise is desirous of acquiring/purchasing the Loans together with all the rights, title and interest of the Assignor in the Financing Documents and any underlying Security Interests, pledges and/or guarantees in respect of such Loans, upon the terms and subject to the conditions hereinafter mentioned and as envisaged under Section 5(1) (b) of the SARFAESI.
- (D) The Parties are desirous of setting forth the terms and conditions, representations, warranties, covenants, and principles relating to the assignment of the Loans and all the rights, title and interest under the Financing Documents and to the underlying Security Interests, pledges and / or guarantees in respect of such Loans by the Assignor to the Assignee.

NOW THEREFORE, in consideration of mutual promises and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

All words and expressions, not otherwise defined hereunder, shall, unless the context otherwise requires, have the same meaning given to them in the SARFAESI. In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings set out below:

- (a) **Amounts Due** means all amounts due and payable by each of the Borrowers to the Assignor in respect of the Financial Assistance availed of, under the terms of its respective Financing Documents.
- (b) **Applicable Law** means any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, recovery certificate, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect in India as of the date of this Agreement or thereafter and in each case as amended from time to time.
- (c) **Borrower** means Person(s) to whom a Financial Assistance has been extended by the Assignor under any of the Financing Documents as listed in Schedule 1 and includes any Person who has created any Security Interest and/or pledge to secure, including but not limited to mortgage of immovable properties as collateral securities and/or a guarantee in respect of, the repayment of any Financial Assistance granted by the Assignor to a Borrower.
- (d) **Business Day** means a day which is not:

 - (i) a public holiday under Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) as applicable at respective places; or
 - (ii) a Sunday; or
 - (iii) any other day when the clearing facility offered by the Reserve Bank of India is unavailable.
- (e) **Collection and Payout Account** means a bank account titled “----- Trust – ----- - Collection and Payout Account” opened and maintained by the Assignee at the bank notified by the Assignee to the Assignor for this purpose from time to time, in which all the Amounts recovered or received in respect of the Loans would be deposited.
- (f) **Consent** means any consent, license, approval, registration, permit or other authorisation of any nature, if any required under Applicable Law to be granted by any Statutory Authority:

 - (i) for the incorporation of the Assignor or the Assignee and fulfilling their

respective obligations under this Agreement and the Transaction Documents;

- (ii) for the enforcement of this Agreement and any Transaction Documents and the making of any payments contemplated thereunder; and
- (iii) for all such other matters as may be necessary in connection with this Agreement and/or the Transaction Documents or the performance of any obligations under this Agreement and/or any Transaction Document.

(g) Cut-off Date means ----- being the date with effect from which (including that day) all economic benefits pertaining to the Loans including all realizations and recoveries, if any made on and after said date shall be for the benefit of the Assignee and shall be passed on to the Assignee.

(h) Due Diligence Exercise means and include the inspection and verification carried out by the Assignee of the accounts, data room files and all other documents, letters, papers and writings including the Financing Documents, Loan and Transaction Documents made available by the Assignor in respect of and/or relating to the financial assets/Loans acquired herein by the Assignee to enable the Assignee to take a considered decision in respect of such acquisition.

(i) Financing Documents means all the agreements, deeds and/or documents, executed in favour of the Assignor and / or entered into between the Assignor and any Borrower and/or any third parties, *inter alia* setting out the terms and conditions on which the Assignor has agreed to provide Financial Assistance to such Borrower, including any writings creating/evidencing a Security Interest, pledge and / or guarantee in favour of the Assignor and any undertakings by any Person, on the basis of which the Assignor disbursed or made available such Financial Assistance, a list of which agreements, deeds and/or documents is more particularly set out in **Schedule 1** annexed hereto. The description of the movable/immovable properties over which Security Interests have been created in favour of the Assignors is also as set out in **Schedule 1** annexed hereto.

(j) Loans means the aggregate of all Amounts Due and all other monies whatsoever stipulated in or payable, under the Financing Documents, by the Borrowers to the Assignor, including but not limited to past overdues, future payments, interest charges for delayed payments, indemnities and damages or other charges and/or all other monies, if any, to be received by the Assignor under the Financing Documents, including the proceeds of any enforcement of the Financing Documents or any Security Interests and/or pledge, created by any Borrower to secure the repayment of the Financial Assistance under the Financing Documents and/or any guarantee issued in relation thereto.

Provided that it is hereby clarified that Amounts Due and all other monies stipulated in or payable, under the Financing Documents shall not include any undisbursed commitment by the Assignor to any of the Borrowers under the Financing Documents.

Provided further that any amount actually paid by the Borrower prior to the Cut-off date to the Assignor and acknowledged/ accounted by the Assignor shall not be included as part of Loans.

- (k) **Person** means any individual, partnership, limited liability partnership, joint venture, firm, corporation, company, association, trust, HUF or other enterprise (whether incorporated or not) or Government (central, state or otherwise), sovereign, or any agency, department, authority or political sub-division thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.
- (l) **Purchase Consideration** means an amount of Rs. -----/- (Rupees ----- only), being the aggregate purchase consideration for the Loans.
- (m) **SARFAESI** means the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, and includes any rules, regulations, directions or guidelines issued there under from time to time, as the same may be amended, substituted or re-enacted from time to time.
- (n) **Statutory Authority** means any regulatory authority, or the Government of India, or any regional or municipal authority thereof, or other central, state or local Government or any legislature, ministry, department, commission, board, authority, instrumentality, agency, political sub-division, corporation or commission under the direct or indirect control of the Government of India, or any State Government or any political sub-division of either of them, or the Reserve Bank of India as to matters of policy or otherwise, owned or controlled by the Government of India or any State Government or any of their sub-divisions.
- (o) **Transaction Documents** means and includes without limitation, all agreements, instruments, undertakings, indentures, deeds, writings and other documents (whether financing, security or otherwise) executed or entered into, or to be executed or entered into, by the Assignor, the Assignee or any other Person in relation, or pertaining, to the transactions contemplated by or under this Agreement. When the term ‘Transaction Document’ is used with reference to the Assignor, the Assignee or any other Person, such term shall refer to a Transaction Document that the Assignor, the Assignee or such other Person, as the case may be, has furnished, or is party to.
- (p) **Trust Deed** has the meaning given to such term in Recital (A).

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) words of any gender are deemed to include the other gender;
- (b) words using the singular or plural number also include the plural or singular number, respectively;
- (c) The terms “hereof”, “herein”, “hereby”, “hereto” and any derivative or similar words refer to this entire Agreement;
- (d) the terms “Section” “sub-section” and “Schedule” refer to a section, sub-section or schedule of this Agreement;

- (e) headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (f) reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (g) any term or expression used, but not defined herein, shall have the same meaning assigned thereto under Applicable Law;
- (h) References to the word “include” or “including” shall be construed without limitation;
- (i) each of the representations and warranties contained in Sections 4.1 and 5 hereof shall be separate and independent and shall not be limited by reference to any other Section or by anything in this Agreement; and
- (j) the schedules annexed to this Agreement form an integral part of this Agreement and will be of full force and effect as though they were expressly set out in the body of the Agreement.

2. ASSIGNMENT OF LOANS

2.1 Assignment

- 2.1.1 The Parties hereto acknowledge that provisions of SARFAESI including but not limited to section 5(3) will be applicable thereto and the conditions precedent set forth in Clause 3 of this Agreement (*Conditions Precedent*) have been fulfilled or waived by the Assignee, as the case may be, and in consideration of the Assignee, paying the Purchase Consideration to the Assignor, and upon the terms and conditions set forth herein and in the relevant Transaction Documents, the Assignor as the true, legal and beneficial owner of the Loans, in the ordinary course of its business, hereby unconditionally and irrevocably sells, assigns, transfers and releases to and unto the Assignee all the Loans forever, pursuant to Section 5(1) (b) of the SARFAESI TO HOLD the same absolutely in trust for the benefit of the holders of the Security Receipts issued by the Assignee pursuant to the ---- **Trust** – -----, and the Trust Deed TO THE END AND INTENT THAT the Assignee shall hereafter be deemed to be the full and absolute legal owner, and the only person legally entitled to the Loans or any part thereof, free from any or all encumbrances, and to recover and receive all Amounts Due, including the right to file a suit or institute such other recovery proceedings and take such other action as may be required for the purpose of recovery of the Loans, in its own name and right and as an assignee, and not as a representative or agent of the Assignor and to exercise all other rights of the Assignor in relation thereto.
- 2.1.2 The Assignor hereby further assigns in favour of the Assignee, all its rights, title and interest in the Financing Documents, all agreements, deeds and documents related thereto and all collateral and underlying Security Interests and / or pledges created to secure, and/or guarantees issued in respect of, the repayment of the Loans, which the Assignor is entitled to. The Assignee shall have the right to enforce such Security Interests, pledges and / or guarantees and appropriate the amounts realized there from towards the repayment of the Loans and to exercise all other rights of the

Assignor in relation to such Security Interests, pledges and / or guarantees. The Assignor shall transfer/deliver or cause to be transferred/delivered or hold for and on behalf of the Assignee, all such original documents, deeds and/or writings, including but not limited to the Financing Documents, and produce the same promptly upon any request by the Assignee.

- 2.1.3 The Assignor hereby agrees with the Assignee, that it shall execute all documents as may be necessary or required under Applicable Law for the purpose of perfecting the Assignee's right, title and interest in the Loans, the Financing Documents, and/or any underlying Security Interests, pledges and / or guarantees as the case may be, unto and to the use of the Assignee in the manner aforesaid, and do all acts, deeds and things as may be necessary in this regard, at the cost of the Assignee.
- 2.1.4 Upon execution of these presents, the Purchase Consideration shall be paid by the Assignee to the Assignor by way of electronic funds transfer or remittance of funds by any other means crediting the Account No. **99999000327** of the Assignor.
- 2.1.5 The Assignor shall, upon receipt of the Purchase Consideration, issue a receipt to the Assignee, duly acknowledging the payment of the Purchase Consideration. The payment of the Purchase Consideration to the Assignors shall constitute full, final and complete discharge of the obligation of the Assignee with respect to payment of consideration for the Loans and the Assignment stated herein taking effect. The Assignor hereby admits and acknowledges the sufficiency of the Purchase Consideration.

2.2 Further Actions

- 2.2.1 Any payment by the Borrower or on behalf of the Borrower in discharge of the Loans, to the Assignee, into the Collection and Payout Account or into the hands of the duly authorized agent of the Assignee, shall constitute a discharge of the obligations of the Borrower to the Assignor and the Assignee, to make such payments.
- 2.2.2 In the event that either the Assignor or Assignee receives payment from a Borrower in connection with the Financial Assistance availed by such Borrower from the Assignor (including, but not limited to, the Loans), without specific reference to the Financial Assistance in respect to which such payments relate, then the Assignor or the Assignee, as the case may be, shall ascertain from such Borrower, the specific Financial Assistance in respect of which such payment has been made by such Borrower.

Each of the Party hereby agrees that in the event that it receives any amounts pertaining to the Financial Assistance held by the other Party, or any part thereof, after the cut-off date pending execution of this Agreement, it shall hold such amounts, or part thereof, as the case may be, free of any set off or counterclaim, in trust for the benefit of the other Party and shall forthwith, upon receipt thereof, hand such amounts over to the other Party or its duly authorized agent.

- 2.2.3 Each of the Party hereby agrees that all payments that are required to be made by it to the other Party under this Agreement shall be made in full without exercising any right of set-off.
- 2.2.4 Save and except as provided for under this Agreement, the Assignor shall not

have, and hereby irrevocably waives any separate claim against the Borrower, in respect of the Loans.

2.2.5 The Assignor hereby undertakes that it shall, if so required by the Assignee and at the cost of Assignee, notify any or all the Borrowers, Guarantors, Advocates, other Lenders, Statutory Authorities, DRT/DRAT/High Court/BIFR/AAIFR, Official Liquidator, High Court/DRT Receiver, Insurance Company, Security Agency and any other entity related to the Borrower of the assignment of the Loans the underlying Security Interests, pledges and / or guarantees and all its right, title and interest in the Financing Documents to the Assignee.

2.2.6 In the event of delay on the part of a Party in making payments to the other Party as contemplated in this Agreement (including by way of indemnity), such Party shall without prejudice to the rights of the other Party under this Agreement pay the defaulted amounts together with simple interest thereon at the rate of 12 % per annum computed from the date on which such amounts become due and payable till the date of actual payment.

2.3 Assets Assigned.

2.3.1 Nothing other than a “financial asset” as defined in the SARFAESI Act is acquired by the Assignee from the Assignor as per this Agreement.

2.3.2 The financial assets are assigned by the Assignor to the Assignee “as is where is”, “as is what is” and “without recourse” basis.

3. CONDITIONS PRECEDENT

Each Party shall have procured and handed over the following to the other Party, prior to the execution of this Agreement:

(a) Copies of the appropriate authorization of the Party, approving the execution of this Agreement and the transactions contemplated hereunder and other relevant documents to be delivered/consideration to be paid by such Party; and

(b) Certificate from the Party certifying the names and signatures of the officers authorized on behalf of it to execute this Agreement and any other documents to be delivered by it hereunder.

4. ASSIGNOR’S REPRESENTATIONS AND WARRANTIES

4.1 To the best of the Assignor’s belief and knowledge, the Assignor hereby represents and warrants to the Assignee that, as on the date of this Agreement and with reference to the facts and circumstances then existing: -

(a) the Assignor is a bank/financial institution duly authorized, validly existing and in good standing under Applicable Law and is duly qualified and licensed to do business in each jurisdiction in which the character of its properties or the nature of its activities requires such qualifications;

(b) the Assignor has full corporate power and authority to enter into this Agreement, the Financing Documents and the other Transaction Documents and to take any action and execute any documents required by the terms hereof and thereof respectively

and that this Agreement, the Financing Documents and the other Transaction Documents entered into/to be entered into, as the case may be, have been duly authorized by all necessary corporate approvals, have been or will be, as the case may be, duly and validly executed and delivered by the Assignor, and, assuming due authorized, execution and delivery by the Assignee, is or will be the legal, valid and binding obligation of the Assignor, enforceable in accordance with the terms hereof and thereof respectively; and that the executants of this Agreement, the Financing Documents and the other Transaction Documents, on behalf of the Assignor, have been duly empowered and authorized to execute the same and to perform all its obligations in accordance with the terms herein and therein;

- (c) the Loans are Non-Performing Assets and have been duly and validly classified as such, in accordance with the guidelines issued by the Reserve Bank of India in this regard and all Applicable Law;
- (d) no Consent, approval, order, registration or qualification of, or with, any court or Statutory Authority having jurisdiction over the Assignor, the absence of which, would adversely affect the legal and valid execution, delivery and performance by the Assignor of this Agreement or the documents and instruments contemplated hereby or the taking by the Assignor of any actions contemplated herein, is required;
- (e) to the best of the knowledge of the Assignor, the Borrower is not entitled to claim a right of set off in respect of its Loans;
- (f) no right of set off has been exercised by the Borrower in respect of its Loans, except as disclosed by the Assignor, in **Schedule 2 (A)**;
- (g) the ledger extracts setting out the details of the Loans, including the Amounts Due under the respective Financing Documents, which have been handed over to the Assignee by the Assignor and receipt of the same acknowledged by the Assignee, are true and correct in all respects and have been prepared in accordance with Applicable Law;
- (h) all information set forth herein, or in the Financing Documents and the other Transaction Documents, pertaining to the Borrower is, to the best of the knowledge and belief of the Assignor, and pertaining to the Assignor is, true and correct in all respects, and all names, addresses, amounts, dates, signatures and other statements and facts contained in the Financing Documents and pertaining to the Borrowers are, to the best of the knowledge and belief of the Assignor, and pertaining to the Assignor are, genuine, true and correct in all respects;
- (i) the Assignor has not rescheduled, amended, or granted any relief to the Borrower, regarding any of the payment terms of any of the Financing Documents, other than:
 - (i) those that have been authorized by such Borrower subsequent to the grant of such relief; and
 - (ii) those that have been disclosed in **Schedule 2 (B)**;
- (j) each of the Loans has been provided by the Assignor in the ordinary course of its business and the Assignor confirms that cases classified as fraud do not form part of the Loans;
- (k) none of the rights, title and interest of the Assignor in the Financing Documents, the Loans and/or any underlying Security Interest, pledge or guarantee has been sold, assigned or pledged to any Person and the Assignor has, good and marketable

title to each of the Financing Documents, the Loans, and the underlying Security Interests, pledges and / or guarantees, free and clear of any encumbrance and the Assignor is the sole legal and full beneficial owner thereof and has full and absolute right to irrevocably and unconditionally sell, transfer and assign the Financing Documents, the Loans and the underlying Security Interests, pledges and / or guarantees to the Assignee;

- (l) the Assignor, in respect of the securities mentioned in schedule 1, has not released any Security Interest, pledge or guarantee in respect of the Loans before the date of this Agreement, except as disclosed by the Assignor, in **Schedule 2 I,(c)**
- (m) to the best of the knowledge of the Assignor, no proceedings for winding up, bankruptcy or liquidation or restraint or attachment of any properties of the Borrower, or any action for the appointment of a receiver, liquidator, assignee (or similar official) for any part of its property, or any proceedings hampering the right of the Assignor to enforce the Financing Documents or the underlying Security Interests, pledges and / or guarantees, including any proceedings before the Board of Industrial and Financial Reconstruction/ Appellate Authority for Industrial and Financial Reconstruction, have been filed by any Person, other than as disclosed by the Assignor to the Assignee, in **Schedule 2 (D)**. The Assignor further represents that where any winding up, bankruptcy or liquidation proceedings have been initiated against any Borrower of which the Assignor has knowledge, and if:
 - (i) the Assignor has opted to enforce its Security Interest, pledge and / or guarantee in relation to any Loan outside the winding up, the Assignor has taken all necessary actions for the preservation of such Security Interest and / or the underlying assets and for the recovery of the Loan, including appointment of a receiver, issuing of all necessary notices; or
 - (ii) the Assignor has opted to relinquish its Security Interest, pledge and / or guarantee in relation to any Loan and prove for the claims in the winding up / liquidation proceedings, it has filed the claim for the same and taken all other necessary actions for the purpose of proving its claim in relation to the Loans and recovering all monies in relation thereto;
- (n) the terms and conditions contained in the Financing Documents correctly reflect the entire agreement between parties thereto and there are no other oral or written agreements or representations in connection therewith and each Borrower has, to the best of the knowledge, information and belief of the Assignor, entered into its Financing Documents of its own free will;
- (o) to the best of the knowledge, information and belief of the Assignor, each of the Financing Document (including all documents creating any underlying Security Interests, pledges and / or guarantees) has been duly authorized, executed and delivered by the respective Borrower, complies with all Applicable Law and represents the legal, valid and binding irrevocable obligation of such Borrower, enforceable under all Applicable Laws against such Borrower in accordance with its terms (except to the extent that enforcement of remedies may be limited by applicable bankruptcy, insolvency or similar laws) and the authorized of the Financing Documents on behalf of such Borrower, has been duly empowered and executant to execute such Financing Documents and all other documents and to perform all the obligations of such Borrower, in accordance with the terms set out herein;
- (p) no suits have been filed, or other proceedings initiated by the Assignor against the

Borrower before any court, tribunal, Statutory Authority or regulatory body other than those disclosed by the Assignor to the Assignee, in **Schedule 2 (E)**;

- (q) no suits have been filed, or other proceedings initiated by the Borrower against the Assignor in respect of the Financing Documents before any court, tribunal, Statutory Authority or regulatory body other than those disclosed by the Assignor to the Assignee, in **Schedule 2 (F)**;
 - (r) there are no agreements, deeds and/or documents other than those set out in **Schedule 1** that would affect the ability of the Assignee to realize the Amounts Due in terms of the respective Financing Documents;
 - (s) the Financing Documents, in original, and all other related deeds and documents (including but not limited to any title deeds deposited by the Borrower in respect of the Loans disbursed under the relevant Financing Documents) have been furnished to the Assignee, and delivered, transferred to the Assignee or any agent of the Assignee or are being held to the order of the Assignee, as agreed by the Parties; and
 - (t) the Assignor has discharged all the costs including legal fees & expenses payable to advocates/ counsels appointed/ retained by the Assignor upto and including the Cut-off Date and on the date of this Assignment, if the Assignee so requests the Assignor will obtain and provide no objection of such advocates/ counsels to the Assignee in relinquishing such briefs.
- 4.2 If any of the above representations is found to be incorrect, a consequence of which materially and adversely affects the interest of the Assignee in the realizing Loan, such misrepresentation shall be rectified by the Assignor forthwith and in no event later than thirty (30) days from the date of receipt of notice by the Assignor from the Assignee, to the satisfaction of the Assignee, after a notice in respect of the breach is given to the Assignor by the Assignee.
- 4.3 All costs, charges and expenses, subject to the maximum limit of Purchase Consideration, incurred in connection with any rectification in accordance with Section 4.2 above, shall be borne by the Assignor.
- 4.4 To the best of the knowledge and belief of the Assignor, the representations and warranties of the Assignor contained in this Agreement are true and correct as at the date hereof. The Assignor represents and confirms that the Assignor has disclosed all relevant information of which it has knowledge in relation to the loans acquired by the Assignee and the Assignee is given inspection of the accounts and all other documents, letters, papers and writings including the Financing Documents, Loan and Transaction Documents referred to herein to enable the Assignee to examine, conduct a proper Due Diligence Exercise.
- 4.5 The Assignor shall not be responsible for breach of representations and warranties contained herein arising out of a fact which is already brought to the notice of the Assignee.

5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES

The Assignee hereby represents and warrants to the Assignor that, as on the date of this Agreement and with reference to the facts and circumstances then existing:

- (a) the Assignee is a limited liability company, duly organised, validly existing and

in good standing under the laws of India, has obtained a certificate of registration as a securitization and asset reconstruction company from the Reserve Bank of India, pursuant to Section 3 of the SARFAESI and is duly qualified and licensed to do business in each jurisdiction in which the character of its properties or the nature of its activities requires such qualifications;

- (b) the Assignee has full corporate power, authority and legal right to enter into this Agreement and the Transaction Documents and to take any action and execute any documents required by the terms thereof and that this Agreement and the Transaction Documents have been duly authorized by all necessary corporate proceedings, have been duly and validly executed and delivered by the Assignee, and are the legal, valid and binding obligation of the Assignee, enforceable in accordance with the terms thereof; and that the executant of this Agreement and the Transaction Documents, on behalf of the Assignee, has been duly empowered and authorized to execute the same and to perform all its obligations in accordance with the terms herein and therein;
- (c) no Consent, approval, order, registration or qualification of, or with, any court or Statutory Authority having jurisdiction over the Assignee, the absence of which, would adversely affect the legal and valid execution, delivery and performance by the Assignee of this Agreement or the documents and instruments contemplated hereby or the taking by the Assignee of any actions contemplated herein, is required;
- (d) neither the execution and delivery of this Agreement and the other Transaction Documents by the Assignee, nor the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of, or compliance with, the terms and conditions of this Agreement and the other Transaction Documents, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or Statutory Authority, or any Applicable Law) or any covenant or agreement or instrument to which the Assignee is now a party, or by which the Assignee or any of the Assignee's property is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of the Assignee's Certificate of Incorporation, Memorandum of Association or Articles of Association;
- (e) the Assignee agrees that, on execution of this Agreement and upon receipt of the consideration by the Assignor, all rights of the Assignor in respect of the Transaction Documents and the Loans ceases and the entire credit risks associated with the Financing Documents shall stand transferred to the Assignee from the effective date of this Agreement;
- (f) the Assignee has created the Trust mentioned in recital (A) following all the rules, regulations, guidelines and the laws in force and the said Trust is validly existing and is managed by the Assignee as specified under the SARFAESI Act; and
- (g) the Assignee confirms that it has been given inspection of the accounts and all other documents, letters, papers and writings including the Financing Documents, Loan and Transaction Documents referred to herein to enable the Assignee to examine, conduct a Due Diligence Exercise and the Assignee has accordingly examined and conducted Due Diligence Exercise and Loans/ Financial Assets are being purchased based on a considered decision by it without recourse to the Assignor.

6. ASSIGNOR'S COVENANTS

6.1 The Assignor hereby agrees and undertakes irrevocably and unconditionally that as on the date of this Agreement with reference to the facts and circumstances then existing:-

- (a) It shall execute, at the cost of the Assignee, such further documents, deeds and writings and to do such further acts, deeds or things as may be necessary or required (as per the Applicable Law) to carry out and complete the transactions contemplated herein, and in the Transaction Documents, including any actions that may need to be taken on account of any change in Applicable Law and filing of all requisite forms in this behalf; however, such costs shall relate only to the original documents and shall not include the expenses to be incurred by the employees of the Assignor Bank in relation to the transaction;
- (b) it shall, at the cost of the Assignee, reasonably co-operate with the Assignee in any legal proceedings that may be necessary or incidental to the enforcement of the Loans or the underlying Security Interests, pledges and / or guarantees and will co-operate in any recovery proceedings with the Assignee through courts or otherwise;
- (c) it shall make available to the Assignee, on request, all evidence (if any available, under the control and possession of the Assignor) required by the Assignee in any proceedings and render all assistance as the Assignee may reasonably require, *provided that* the Assignee shall reimburse the Assignor, actual, all costs incurred by it in this regard;
- (d) it shall, upon the receipt of any payments from any Borrower with respect to the Loans assigned, as specifically indicated by such Borrower, by way of a negotiable instrument, forthwith, endorse such negotiable instrument in favour of the Assignee and hand the same over to the Assignee; and
- (e) it shall, as soon as it is aware, inform the Assignee of any breach of any of the representations or warranties contained in this Agreement.

6.2 The Assignee shall have the sole right of collecting any monies pertaining to the Loans, including the Amounts Due, enforcing the underlying Security Interests, pledges and / or guarantees and enforcing payment of all the Loans, in whatever manner it may consider necessary and prudent, in its absolute discretion.

7. INDEMNITIES

7.1 The Assignor shall, within thirty (30) days from the receipt of notice thereof from Assignee, indemnify and save harmless the Assignee, its successors and assigns, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including any stamp duty, attorney's fees and court costs and any expenses incurred by the Assignee for the enforcement of this Section), which the Assignee shall suffer as a result of:

- (a) any breach of the Assignor's warranties, representations, covenants, undertakings or agreement contained herein;
- (b) any failure on the part of the Assignor to observe or perform, in any respect, any covenant or obligation or undertaking (other than payment

delay and/or default) under this Agreement or the Transaction Documents executed by it; or

- (c) any claim made by the Borrower (for the purposes of this Section, referred to as a “**Claim**”) pursuant to which a court has passed an order and/or decree against the Assignee on account of any action or omission of the Assignor prior to the Cut-off Date in relation to the relevant Loans and/or such Borrower, including in relation to any undisbursed commitment of the Assignor under the Financing Documents.

Provided that the liability of the Assignor under (a) and (b) above shall not exceed the Purchase Consideration.

Provided further the Assignee shall notify the Assignor of any Claims, within thirty (30) days of such Claim being made against the Assignee, providing full details (together with copies of all documents if any served on the Assignee). Upon such notification, the Assignor shall have the right, at its own cost, to assume the defense of such Claim and the Assignee will, at the cost of the Assignor, defend and/or take such action as the Assignor reasonably requires for this purpose.

Provided also that the Assignor shall not be liable to indemnify the Assignee for breach of any warranties, representations, covenants, undertakings or agreement herein contained in respect of any matter which was disclosed by the Assignor as specifically furnished in **Schedule 2 (A) to (F)**.

8. EXCLUSION OF LIABILITY

To the extent permitted by Applicable Law, the Assignee does not by virtue of entering into or carrying out the terms of this Agreement or purchasing the Loans assume any of the financial or pecuniary obligations of the Assignor under any of the Financing Documents. Any such obligations, duties, warranties, indemnities and liabilities of the Assignor, if any under the Financing Documents shall be the sole responsibility of the Assignor.

9. EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective from the day, month and year first hereinabove written.

10. MISCELLANEOUS

10.1 Notices

Any notice or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, or (b) sent by facsimile transmission, or (c) sent by registered mail, postage prepaid, as follows:

To: Assignor

Address: Allahabad Bank
Head Office
2, N.S. Road,
Kolkata – 700 001.

Attention: General Manager (Recovery) / Deputy General Manager
Fax: 033-22420945

To: Assignee

Address: ----- Asset Reconstruction Company Limited

Attention: Associate Director/ Executive Vice President

Fax: -----

All the notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 10.1 (*Notices*) will (a) if delivered personally or by courier, be deemed given upon delivery; (b) if delivered by fax transmission, be deemed given when electronically confirmed; and (c) if sent by registered mail, be deemed given three (3) days after the same has been sent. Any Party may from time to time change its address for the purpose of notices to that Party by giving a similar notice specifying a new address.

10.2 Entire Agreement

This Agreement supersedes all discussions and agreements (whether oral or written, including all correspondence) prior to the date of this Agreement among the Parties with respect to the subject matter of this Agreement.

10.3 Waiver

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. No failure or delay on the part of either Party in exercising any power, right or remedy under this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. Such waiver must be in writing and must be executed by an authorized officer of such Party. A waiver on one occasion will not be deemed to be a waiver of the same or either under breach or non-fulfilment on a future occasion. All remedies and benefits, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative and without prejudice to the other remedy or benefit, as the case may be.

10.4 Amendment

This Agreement may only be modified or amended in writing, duly executed by or on behalf of each of the Parties.

10.5 Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under Applicable Law, and if the rights or obligations under this Agreement of the Parties will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its

severance here from.

10.6 Governing Law

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

10.7 Arbitration

10.7.1 The Assignor and Assignee hereby agree that they shall work together to resolve any disputes that may arise under this Agreement.

10.7.2 In the event that disputes do arise under this Agreement, which the Parties are unable to settle amicably, the dispute shall be settled by arbitration pursuant to the Arbitration and Conciliation Act, 1996.

10.7.3 The place of arbitration shall be ----- and the language of arbitration shall be English.

10.7.4 The Parties shall jointly appoint a sole arbitrator. If the Parties do not agree on a sole arbitrator within thirty (30) days of the date of service of notice of arbitration by the Party initiating arbitration, an arbitral tribunal of three arbitrators shall be formed as mentioned herein. The Parties shall each appoint one arbitrator. The two arbitrators so appointed shall appoint a third arbitrator who shall be the chairman of the arbitral tribunal. If they are unable to agree on the appointment of the third arbitrator, the third arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.

10.8 Supremacy

In case there is any inconsistency between these presents and the other Transaction Documents, this Agreement shall prevail.

10.9 Payment

For the purpose of this Agreement, any payment shall be deemed to have been received by the Assignee the day on which the Collection and Payout Account is credited.

10.10 Mode of Payment

All monies, which the Assignee is entitled to receive under or in accordance with this Agreement, shall be paid by cheque, draft, or pay order drawn on a scheduled bank or by way of electronic funds transfer or mail transfer for crediting the Collection and Payout Account.

10.11 Future Third-party Receipts.

10.11.1. The Parties agree that the payments other than Loans, if any received after the Cut-off Date from any third parties or court, authority, liquidator, receiver, etc., in respect of the Loans or related to the Loans (Future Third-party Receipts) shall be entitled to the Party as stated in **Schedule 1**.

10.11.2. If there is no specific mention of the party entitled for a Future Third-party Receipt as above in **Schedule 1**, such payments shall be entitled to the Assignee provided there was a debit accounting entry pertains to the amount in question, in the

account statement of the Loan assigned herein.

10.12 Performance

If by the terms of this Agreement, 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. Time is of the essence of the contract.

10.13 Acts to be performed by the Assignor upon intimation

Upon request of the Assignee, the Assignor shall do all such acts, deeds and things as may be required to further perfect the Assignee's right title and interest to the Loans and for such other matters as stated therein.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year first hereinabove appearing

Signed and delivered by Allahabad Bank, the within named ASSIGNOR by its authorized representative

By:

Name:

Title:

Signed and delivered by ----- Asset Reconstruction Company Limited, the within named ASSIGNEE, acting in its capacity as trustee of ----- **TRUST** - -----, by its authorize representative

By:

Name:

Title:

DRAFT
NON - DISCLOSURE AGREEMENT

This Agreement made on this day of

BETWEEN

-----Ltd, a company incorporated under the Companies Act, 1956 and registered as a securitisation company and asset reconstruction company pursuant to Section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 /having its registered office at.....(hereinafter referred to as "....." which expression unless repugnant to the context or meaning there of be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

Allahabad Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at 2, Netaji Subhas Road, Kolkata-700 001 (hereinafter referred to as "**ALLAHABAD BANK**", (which expression unless repugnant to the context or meaning there of be deemed to mean and include its successors and assigns) of the **OTHER PART**;

WHEREAS

M/S..... (ARC) and Allahabad Bank intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that the either party may have to disclose or deliver to other party certain or some of its trade secrets or confidential or preparatory or other information, for the purpose of enabling both the parties to evaluate the feasibility of such business relationship (herein after referred to as the '**the purpose**')

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements contained herein, and Allahabad Bank agree as follows:

1. "Confidential Information" means and includes all data, documents and information disclosed or to be disclosed by either Party to other Party and its Representatives (as defined herein) (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally or visually) and any and all information which may be developed or created, in whole or in part, directly or indirectly, from such information including all notes, summaries, analyses, compilations and other writings.

"Receiving Party" means party who receives Confidential Information.

"Disclosing Party" means party who discloses Confidential Information.

2. Notwithstanding any other provisions of this Agreement, each party acknowledges that confidential Information shall not include any information which:

- a. Is or becomes known to public through no wrongful act; or
- b. Is already known to receiving Party at the time of discloser; or
- c. Is rightfully received by receiving Party from the third party without breach of this Agreement; or
- d. Is independently developed by Receiving Party without breach of this agreement; or
- e. If furnished to a third party by Disclosing Party without a similar restriction on such third party's rights; or
- f. Is explicitly approved for release by written authorisation of Disclosing Party; or
- g. Is required to be disclosed by Receiving Party to a court of competent jurisdiction or any appropriately empowered Governmental Agency or under any statute.

3. Receiving Party acknowledges that Confidential Information is

valuable, proprietary and confidential. Unless otherwise expressly authorised by Disclosing Party, Receiving Party agrees to retain the Confidential Information in confidence for a period as stipulated in Clause 7 herein, and shall not disclose the Confidential Information to any third party or any employee or agent (except its officers, employees, representatives, advisors or agents who have a need-to-know) and shall not use the Confidential Information for any purpose other than for the purposes agreed to herein. No license expressed or implied in the Confidential Information is granted to either party other than to use the information in the manner and to the extent authorised by this Agreement.

4. Receiving Party agrees, except to the extent pursuant to, or required by law, regulation, legal process or regulatory authority to disclose any Confidential Information (prior intimation be provided to Disclosing Party to enable it to take recourse of legal remedies viz. injunctions, stay etc.), that unless otherwise agreed to in writing, they (Receiving Party) shall not (i) use any portion of the Confidential Information for any purpose not contemplated by this Agreement; or (ii) disclose the Confidential Information or any part of it to any third party.
5. Notwithstanding the disclosure of any Confidential Information by Disclosing Party to Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same, which are now or thereafter may be obtained by Disclosing Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party or any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. The Receiving Party shall not reverse-engineer, de-compile,

disassemble, or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as it 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 the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third parties.

7. This Agreement shall be effective from the date hereof and shall terminate upon the completion of any transaction in relation to the Potential Business Opportunity or otherwise as determined by the parties; however, the obligations of Receiving Party regarding disclosure and confidentiality shall continue to be binding and applicable without **any time limit** except and until such information enters the public domain save and except **as stated in** the clause (2) herein.
8. Receiving Party agrees to return to Disclosing Party upon its written request, the Confidential Information, any copies of the Confidential Information (whether authorized or not) and any documents or items containing portions of the Confidential Information.
9. Receiving Party shall defend, indemnify and hold harmless to the Disclosing Party, its affiliates, subsidiaries, successors, assigns, officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortious or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by Receiving Party and/or breach of any provisions of this Agreement, but not limited to any claim from third party pursuant to any act or omission of Receiving Party in the course of discharge of its obligations under this Agreement.
10. Any dispute, controversy or claim arising out of or relating to this

Agreement or any related agreement or other document or the validity, interpretation, breach or termination thereof ('Dispute'), including claims seeking redress or asserting rights under applicable law, shall, be resolved and finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time or its re-enactment (the "Arbitration Act"). The arbitral tribunal shall be composed of one arbitrator to be appointed by both the Parties jointly and such Arbitration shall take place in Kolkata.

11. This Agreement shall be governed by and construed in accordance with the laws of India, and the competent courts in Kolkata shall have jurisdiction in relation thereto.
12. Neither party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicise 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.
13. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written Correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
14. Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears below their signature.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives at the respective places mentioned thereto:-

1) For and on behalf of

******* ASSET RECONSTRUCTION COMPANY/Bank**

**Signed, sealed &
delivered by**

()

**Designation and
Office Address**

Witnesses:

1.

2.

2) For and on behalf of

ALLAHABAD BANK

**Signed, sealed &
delivered by**

()

**Designation and
Office Address**

Witnesses:

1.

2.