



PUBLICATION

**FOR SALE OF NON-PERFORMING ASSET
OF
EXIM BANK OF INDIA**

FEBURARY 2024

**EXPORT-IMPORT BANK OF INDIA
Centre One Building, Floor No. 21,
World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005**

Table of Contents

I. Disclaimer and Important Notice.....	3
II. Invitation for Participation in E-Auction Process.....	4
III. Details of Account.....	6
IV. Schedule of Sale Process	6
V. Important Terms and Conditions.....	6
Annexure I.....	13
Annexure II.....	14

I. Disclaimer and Important Notice

This document shall be referred to as the “PUBLICATION” for Sale of Non-Performing Asset of EXPORT-IMPORT BANK OF INDIA.

EXPORT-IMPORT BANK OF INDIA is a corporation established under the Export-Import Bank of India Act, 1981 and having its Head Office at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 (hereinafter “EXIM Bank”).

The purpose of this document is to provide information to bidders in respect of the sale of Non-Performing Asset(s) to ARCs/Banks/NBFC/FIs.

It is presumed and understood that, by participating in this process, each of the participating bidders has carried out their 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 PUBLICATION and any documents that may be provided by EXIM Bank during the course of the process pursuant to this PUBLICATION.

Prospective Investors should note that, they must have the capacity and be competent to enter into and conclude the transaction in compliance with all applicable laws.

The Offer and other information pertaining to the sale process would be shared only to eligible participants upon execution of Non-Disclosure Agreement (NDA) with EXIM Bank. This document 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 PUBLICATION or to further distribute / share the PUBLICATION.

This PUBLICATION may not contain all the information each bidder may desire or require in reaching decisions concerning their bids. Each bidder should conduct their own due diligence and analysis and should check the accuracy, reliability and completeness of the information in this PUBLICATION, at their own cost. Bidders

should form their own views as to whether information provided herein or separately is relevant to any decisions that they take and should make their own independent investigations in relation to any additional information that they may require.

Notwithstanding anything contained in this PUBLICATION, neither EXIM Bank, nor its employees or its advisors 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 PUBLICATION, even if any loss or damage is caused by any act or omission on the part of EXIM Bank or its employees or its advisors, whether negligent or otherwise.

The information contained in this PUBLICATION or any other information which may be provided to bidders is subject to change without prior notice. EXIM Bank 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 E-Auction Process

EXIM Bank invites bids from all eligible Securitisation Companies (SCs), Reconstruction Companies (RCs), NBFCs, Banks, FIs (hereinafter referred to as "Bidders") for sale / assignment of its Non-Performing Asset (NPA) subject to applicable regulations issued by Reserve Bank of India. The Sale comprises of NPA account with total Outstanding dues of approx. ₹ 83.79 crore (Principal dues of approx. ₹ 44.58 crore; and interest and other dues of approx. ₹ 39.21 crore as on January 31, 2024). The said NPA is being offered for sale on "As is where is and as is what is" & "without recourse" basis. Details of offer shall be shared after execution of Non-Disclosure Agreement (NDA) by Bidder and submission of Expression of Interest (EOI). However, please note that the sale will be subject to final approval by the Competent Authority of EXIM Bank.

Eligible prospective investors who would like to participate in the competitive bidding process for the NPA sale are requested to intimate their willingness to participate by submitting in writing their EOI strictly as per format enclosed at

Annexure 1 along with NDA (if not already executed) (NDA to be executed on ₹ 500 stamp paper) strictly as per format enclosed at **Annexure 2** (duly signed by the authorized person and sent by hand delivery/email on or before **February 29, 2024** addressed to:

General Manager
Special Situations Group
Export-Import Bank of India
Centre One Building, Floor 21,
World Trade Centre Complex
Cuffe Parade, Mumbai – 400 005.

Email ID: karthikeyan@eximbankindia.in; vikram.k@eximbankindia.in;

CC: shilpa.w@eximbankindia.in

Contact No: Mr. B. Karthikeyan: Mob. No: +91 7045103937

Office No: 022 2217 2649

Mr. Vikram Kumar: Mob. No.: +91 7045589845

Office No.: 022 2217 2670

Please note that prospective investors need to submit EOI and NDA strictly as per the enclosed formats, (if not already executed) any change in the said document(s) shall be liable to rejection.

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 PUBLICATION / Data Room pertaining to the NPA & has made their own due diligence in respect of the same and is fully convinced and satisfied with the title and marketability of the property involved. Neither EXIM Bank nor its advisors are responsible or liable for any of the consequences arising therein or relating to it.

Kindly feel free to contact us, in case of any further clarification on the sale process.

III. Details of Account

(Amount in ₹ crore as on January 31, 2024)

Name of Account	Principal Outstanding	Interest and Liquidated damages
Jaypee Healthcare Ltd.	44.58	39.21

Based on the binding offer received from J.C. Flowers Asset Reconstruction Pvt. Ltd. ("JCFARC"), at ₹ 35.66 crore on all cash basis. Accordingly, the Reserve Price for acquisition of the above-mentioned account is fixed at ₹ 35.66 crore (Rupees Thirty-Five Crore Sixty-Six Lakh Only). The bid submitted should be equal or more than the reserve price and on a 100% cash basis.

IV. Schedule of Sale Process

The schedule for completion of the sale process which has to be adhered to is given as below:

Sl. No.	Particulars	Last date
1.	Newspaper advertisement and Publication uploading on EXIM Bank's website	23.02.2024
2.	Submission of Non-Disclosure Agreement (if not already executed)	29.02.2024
3.	Submission of Expression of Interest in the account(s)	29.02.2024
4.	Commencement and Completion of Due Diligence Exercise	01.03.2024 TO 15.03.2024
5.	Bidding through e-Auction	16 .03.2024

Note: EXIM Bank reserves the right not to go ahead with the proposed transaction or modify any terms & conditions at any stage, without assigning any reason. The decision of EXIM Bank in this regard shall be final and binding.

V. Important Terms and Conditions

1. The sale of Non-Performing Asset is on '**As is where is & As is whatever there is**' basis **without recourse to EXIM Bank**. To enable better price discovery, EXIM Bank may undertake auction under the "Swiss Challenge Method" considering the successful bid under e-auction as binding bid as per terms of the RBI Guidelines on

Sale of Stressed Assets by Banks bearing No. RBI/2016-17/56 dated September 01, 2016 ("the said RBI Circular").

2. The submission of the bid by a Bidder* shall be deemed to constitute unconditional acceptance of all the terms and conditions of this PUBLICATION by the Bidder.

***Banks / NBFCs / FIs can purchase NPA accounts as per RBI Guidelines.**

3. **Debt Aggregation-** In terms of Para 6 of the said RBI Circular dated September 01, 2016, 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 EXIM Bank before commencement of E-Auction.

The order of preference to sell the asset shall be to the highest Bidder, as follows:

- The SC / RC which has already acquired highest significant stake and the same time a significant share (25~30%); subject to production of satisfactory document in relation to acquiring significant stake to EXIM Bank before commencement of E-Auction.
- The highest Bidder during the E-Auction.
- The highest Bidder during the counter bidding process (under Swiss Challenge method).

4. Final Bid shall remain valid for a period of 45 days from the date of submission of Bid. However, EXIM Bank may seek extension of the validity for such period as may be determined by EXIM Bank at its discretion. EXIM Bank also reserves the right to reject any Bid without assigning any reason, whatsoever.

5. Bidders are expected to submit their Bid with independent study & assessment in respect of this NPA account and value thereof, before submitting their Bids. By virtue of submission of the 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 Bid made shall be deemed to have been submitted after complete satisfaction of Bidders thereto and / or all claims thereagainst and due proper inspection and hence the participants shall not be entitled to make any representations or raise any query / objection to EXIM Bank as to the title or condition of the secured Asset or any part thereof or any liabilities / encumbrances / dues/ taxes/ levies irrespective as to whether they are disclosed or undisclosed.

6. The data room would remain open from 10:00 a.m. to 05.00 p.m. on all working days.

7. The Bid should be made on the basis of the terms of this PUBLICATION without prejudice to EXIM Bank's right to make any amendments.

8. EXIM Bank reserves the right to negotiate with the successful Bidder for improvement in the bid amount, including NFB protection/margin and matching highest bid received in auction under Swiss Challenge Method, as EXIM Bank may deem fit and seek revised bid.

9. Conditional & Contingent Bids shall be liable to be disqualified by EXIM Bank.

10. The Bidders shall agree to take all the risks and responsibilities in respect of various agreements with the obligor and obligations / contracts / liabilities undertaken by the EXIM Bank on behalf of the obligor now due or that may become due in future.

11. Bidder should not have any direct or indirect link/connections/ interest/ relationship with the promoters/Company/Guarantors and/or any of their related parties.

12. Prospective acquirer should not take any considerations directly or indirectly from the promoters/Company/Guarantors and/or any of their related parties.

13. Any claim of the obligor after the sale of Asset shall be dealt with by the successful Bidder.

14. Bidder shall take over the Asset along with the existing charged assets/ securities offered by the obligor or held by the Bank.

15. 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 EXIM Bank does not assume any liability, whatsoever in this connection.

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

17. 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.

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

19. EXIM Bank may, at its sole discretion, add, amend, vary, modify, delete, any of the conditions of this PUBLICATION as may be deemed necessary in the light of the facts and circumstances and also issue one or more addenda, corrigendum as required without giving any reasons thereto.

20. EXIM Bank may, at any time and for any reason, without giving any reason thereof, cancel the sale process until actual assignment or change/extend the deadlines/timelines outlined in this PUBLICATION and shall communicate such change/extension/cancellation individually to each Bidder.

21. The successful Bidder shall be solely and absolutely responsible for completion of all statutory, regulatory and other compliances for the assignment of loan 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.

22. Sale of Non-Performing Asset to the successful Bidder shall be effected 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. Submission of the Final 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. Transfer of asset shall be “as is where is” and “whatever there is basis” and “without recourse basis” and shall not be liable to be revoked for any breach including antecedent breach of any representation and warranty.

23. The successful Bidder will be intimated by the EXIM Bank after (i) conducting e-auction; (ii) Auction under Swiss Challenge Method; (iii) obtaining approval/confirmation of transfer by the Appropriate Authority of the EXIM Bank. The successful Bidder within 7 days from the receipt of final confirmation of the successful Bidder, shall have to deposit 10% of the transfer consideration with EXIM Bank and the remaining amount within 15 days thereafter. EXIM Bank reserves its right to forfeit the amount paid by the Bidder if he fails to make the payment as advised by EXIM Bank or extend the time to make payment as it deems fit or cancel the auction, at its own discretion.

24. All the monies received by EXIM Bank after the date of the assignment shall be for the benefit of the assignee and will be promptly refunded to the assignee by the assignor.

25. All the documents that the successful Bidder has to collect from EXIM Bank under the terms of the assignment agreement(s) are being held at different offices of EXIM Bank throughout India and abroad, as applicable, until collected by the successful Bidder during normal office hours on or after the execution of assignment agreement(s) and at any date within 45 days of the execution of assignment agreement(s). It should be noted that, it shall be the sole responsibility of the successful Bidder, at its own cost and expense, to collect the aforesaid documents from the respective office of EXIM Bank.

26. No credit lying with the EXIM Bank / Lead Bank received prior to date of assignment for any purpose, shall be available for assignment including but not limited to amounts kept in TRA etc.

27. EXIM Bank reserves its right to cancel the Process at any stage before assignment and in that event, in absolute discretion, to follow a different method for sale/transfer of the financial asset which may not be mentioned above. Upon such action, EXIM Bank's decision in this behalf shall be final and binding on all the Bidders.

28. EXIM Bank reserves the right to accept / reject any Bid without assigning any reasons at its discretion. The decision of EXIM Bank in this regard shall be final and conclusive.

29. The Bidder shall not be entitled to withdraw or cancel the bid once it is submitted.

30. In the event of any dispute and /or difference on the point of meaning or definition of any particular word used in this PUBLICATION or, in respect of interpretation of any clause of this PUBLICATION or, this PUBLICATION as a whole or, in respect of sequence of events mentioned therein, decision of EXIM Bank shall be final and binding on all the parties concerned.

31. Disputes, if any arising between the parties in relation to this PUBLICATION shall be settled by way of mutual discussion and in case an amicable settlement is not reached, shall be subject to jurisdiction of courts situated at Mumbai, and governed in accordance with the laws of India.

32. In those cases, where Insolvency & Bankruptcy Code (IBC) is invoked and NCLT proceedings are going on, if any concurrence / permission of NCLT / RP / CoC is required, the same shall be the sole responsibility of the Successful Bidder.

33. The proposed sale of Non-Performing Asset should not be funded and backed by promoters/Company/ Guarantors and/or any of their related parties and Bidders shall be deemed to represent and warrant that the ultimate transferee of the Stressed Loan Exposure is not the borrower/guarantor or its affiliates. Further, before assignment, a stamped undertaking to be furnished by the Bidder that they are eligible as per Section 29 "A" of IBC.

34. EXIM Bank has absolute and unimpeachable right with respect to all the matters starting from receiving, considering, accepting the bid or transferring the specific Non-Performing Asset and such right, without limitation, encompasses right to not to receive, not to consider, not to accept the bid and decide not to transfer the specific NPA. EXIM BANK would not entertain any claim from any SCs / RCs / Banks / NBFC / FIs in this regard.

In acceptance:

Signature and Seal of the Bidder

**Expression of Interest
On Investor's Letter Head
<Draft>**

Dated:

General Manager
Special Situations Group
Export-Import Bank of India
Floor 21, World Trade Centre Complex
Cuffe Parade, Mumbai – 400 005.

Sub: NPA / Loan Asset Auction – February 2024

We refer to EXIM Bank's PUBLICATION on its website on 23.02.2024 for Sale of Non-Performing Assets (NPA). We hereby confirm our intention to proceed with due diligence in Data Room being set up by you. This is to confirm that:

1. We are eligible and have the financial capacity to conclude the purchase of NPA in accordance with the applicable laws and regulations of India.
2. Subject to our findings and pursuant to the due diligence review, we intend to submit a Bid for the NPA being auctioned under E-Bidding process by EXIM BANK.
3. In undertaking this transaction, we have no conflict of interest with and are not related, directly or indirectly, to EXIM Bank.
4. We have already executed NDA on ____, 20XX and the same shall stand valid.
5. Details of the Contact person/Authorised signatory with address, contact no and Email ID are as under:
 - a. Contact Person / Authorised Signatory
 - b. Address
 - c. Contact Number
 - d. Email ID
6. We shall be in touch with you to co-ordinate on the Data room.

With regards,

<Authorised Signatory>

NON-DISCLOSURE AGREEMENT

(No changes allowed in this format)

(To be executed on ₹ 500 stamp paper)

This Agreement is made on the _____ day of _____
Between _____, (a _____ incorporated under
the _____) having its office at _____ (hereinafter referred
to as “_____” or the “**Receiving Party**”, which expression unless repugnant
to the context or meaning thereof be deemed to include its successors and assigns)
of the **ONE PART**;

AND

Export-Import Bank of India, a corporation established under the Export-Import Bank
of India Act, 1981 and having its Head Office at Centre One Building, Floor 21, World
Trade Centre Complex, Cuffe Parade, Mumbai 400 005 hereinafter referred “EXIM” or
“**Disclosing Party**”) which expression unless repugnant to the context or meaning
thereof be deemed to include its successors and assigns) of the **OTHER PART**.

_____ & EXIM are hereinafter collectively referred to as the “**Parties**” and
individually as a “**Party**”.

WHEREAS

The Parties intend to engage in a business relationship which includes
_____. In the course of such business
relationship, it is anticipated that EXIM may disclose or deliver to _____ certain or
some of its trade secrets, policies, technical and business information, pricing,
financial analysis, customer names, customer list, customer data or any other
confidential or proprietary information, for the purpose of
_____ (hereinafter referred to as “**the Purpose**”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Confidential information:** For the purposes of this Agreement, “Confidential Information” means any and all information or data that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided by the Disclosing Party to the Receiving Party or its representative(s) in connection with the Purpose and the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, sample, notes or module thereof.

The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) 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 (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any

Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or 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. **Term:** This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between _____ and EXIM. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and

all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.

5. **Title and Proprietary Rights**: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the 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 such 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 on 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.

Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving party shall

- a. cease using the Confidential Information,
- b. return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and
- c. Upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this agreement.

6. **Remedies**: Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer

immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

7. **Entire Agreement, Amendment, and Assignment**: 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.

8. **Indemnity**: The Receiving Party hereby indemnifies the Disclosing Party, and shall always keep indemnified and hold the Disclosing Party, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Disclosing Party as a result of breach of any of the term of this Agreement or breach of any representation or on account of any false representation or inaccurate statement or assurance or covenant or warranty of the Receiving Party and/or breach of confidentiality obligations of the Receiving Party, or its employees or delegates, contained in this Agreement; and/or negligence or gross misconduct attributable to the Receiving Party its employees/delegates.

9. **Notices**: Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export - Import Bank of India

21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.

Receiving Party: _____ (*along with address, name of authorized official and email*)

Or as otherwise specified by a party by notice in writing to the other party.

Any notice or other communication shall be deemed to have been duly received:

- i. If delivered personally, when left at the address and for the contact referred to in this clause; or
- ii. If sent by pre-paid first-class post or recorded delivery, at 11.00 am on the fourth business day after posting; or
- iii. If delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- iv. If sent by an electronic mail, on the day of receipt, if received before 11.00 a.m. on a business day, or otherwise on the first business day after receipt.

10. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and the parties submit to the jurisdiction of courts/tribunals at Mumbai.

11. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder.

All Confidential Information is provided on "as is" basis. In no event shall the 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 persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Date first above written.

By Export-Import Bank of India

By Receiving Parties

Title:

Title:

Name:

Name:

CONFIDENTIAL