



PUBLICATION

**FOR SALE OF HYPOTHECATED ASSETS OF A NON-PERFORMING LOAN
OF
EXPORT-IMPORT BANK OF INDIA**

7th SEPTEMBER 2021

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

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I. Disclaimer and Important Notice

This document shall be referred to as the “PUBLICATION” for Sale of assets hypothecated by a non-Performing loan of EXPORT-IMPORT BANK OF INDIA. This document along with Terms & Conditions of Online Sale is a part of the Notice published on September 7, 2021, in the Times of India, Business Standard and Indian Express in English language and Loksatta in Marathi language.

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 Prospective Bidders (defined hereinbelow) in respect of the sale/assignment of hypothecated assets to interested parties.

It is presumed and understood that, by participating in this process, each of the Prospective 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 Bidders 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 with eligible Bidders upon execution of Non-Disclosure Agreement (NDA) with EXIM Bank.

This PUBLICATION may not contain all the information each Bidder may desire or require in reaching decisions concerning their bids. Each Prospective 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. The Prospective 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 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, whether negligent or otherwise.

The information contained in this PUBLICATION or any other information which may be provided to Prospective 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 Bidding Process

EXIM Bank invites bids from all interested parties (hereinafter referred to as “Prospective Bidders”) for sale of hypothecated assets of non-performing loan (NPA) in terms of executed loan and security documentation. The Sale comprises of hypothecated assets of NPA account viz. equipment and components pertaining to Wind Turbine Generator (hereinafter referred to as “Assets”) which are proposed to be auctioned under Swiss Challenge Method with anchor offer at ₹ 140 crore. The said assets are 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 a Prospective Bidder and submission of Expression of Interest (EOI) along with non-interest bearing EMD of ₹ 10 crore.

Interested parties who would like to participate in the competitive bidding process for the assets 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 (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 September 14, 2021, 5:00 PM (Indian Standard Time) addressed to:

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

Email ID: rahulnarayan@eximbankindia.in; abhijit.danke@eximbankindia.in

CC : deepali@eximbankindia.in

Contact No: 022 2217 2616 / 2623

Please note that interested parties/buyers need to submit EOI and NDA strictly as per the enclosed formats, any deviations from the enclosed formats shall be liable for rejection. EOI submitted without EMD of ₹ 10 crore will be treated as invalid.

It would be deemed that, by submitting the bid, the Prospective 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 asset involved. EXIM Bank is not responsible or liable for any of the consequences arising therein or relating to it. Details of e-auction process will be furnished to parties who have submitted valid EoI.

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

III. Detail of Assets (As on August 31, 2021)

Material	Gross Qty	Rate / set INR Rs. lacs	Total Value INR Lacs	Qty of assets under testing*	Value of assets not available for inspection* (INR lacs)	Location Address	Time in which the machinery sent for testing, will be replenished*	Technical Specifications
Gear Box	60	53	3,180		-	DHL, J Matadee FTZ, Mannur & Vallarpuram Village, Sriperumbudur Taluk, Kanchipuram, TN 602105	NA	For use in Suzlon make S111-60 Hz Nacelle
Main Shaft	60	14	869	26		<u>Component's location is Pondicherry</u>	<u>By 31 Oct 2021</u>	For use in Suzlon make S111-50 Hz Nacelle
Yaw Drive	40	11	431			Suzlon Energy Ltd, Unit IV		
Control Panel	40	2	76			Opposite Whirlpool India Ltd,		
Main Frame	46	16	758	17		Thiruvandarkoil, Pondicherry – 605102		
Main Bearing	60	5	294	21				
Gear Rim	60	5	276	24		<u>Components being tested - location is Daman:</u>		
Bearing Housing	60	5	316	26		Suzlon Energy Limited		
Girder System	60	6	344	26		UNIT-V, Survey No : 42/2-3, 54/1 to 8,		
Hub Panel	40	4	178			Near Check Post, Bhenslore		
Pitch Drive	40	5	184			Road, Village-Dunetha, Nani Daman		
Slewing Ring	60	25	1,521	23		Daman(UT) 396210		
Hub Body	46	13	618	10				

Blade Set	40	90	3,585	-	Suzlon Energy Ltd., Plot No. 3, Asper Infra Padubidri Pvt Ltd., SEZ. Nadsalu Village Padubidri, Udupi, Karnataka. PIN 574111	NA	For use in Suzlon make S111 WTGs
Tower Set	40	34	1,371	-	<p>20 sets in : Suzlon Energy Ltd., S.No. 365, NH8A, Nr. Ankur Salt, Vill :Chopadava, Tal : Bhachau, Dist. : Kutch 370140</p> <p>20 sets in : Barakath Engg. Industries, SF 99/14, NH67, Nr.Trichy Tanjore Check post, Devarayaneri, Trichy 620015</p>	NA	For use in Suzlon make S111 WTG with hub-height of 90m
Total			14,000	1,882			

*These components have been lifted for testing purposes. However, similar components are available for inspection. The assets sent for testing will be replenished by 31/10/2021.

The bid submitted should be more than the reserve price. Preference will be given to the bid(s) offered on upfront cash basis.

IV. Schedule of Sale Process

The schedule to be adhered to for completion of the sale process is as follows :

S. No	Particulars	Last date
1.	Newspaper advertisement and Publication uploading on Bank's website	07.09.2021
2.	Submission of Expression of Interest in the account(s) and Submission of Non-Disclosure Agreement (if not already executed)	14.09.2021
3.	Commencement of Due Diligence Exercise*	15.09.2021
4.	Completion of Due Diligence Exercise*	22.09.2021
5.	Process of e-bidding (E-Auction)*	24.09.2021
6.	Declaration of successful bidder*	27.09.2021

EXIM Bank may at its sole discretion cancel, change or extend any timelines indicated above and it shall be binding on the participating Bidder(s).

**Exercise will be conducted if Exim Bank receives any valid EOI, along with necessary EMD of ₹ 10 crore from the interested parties. Due diligence will also include inspection of the hypothecated assets at the respective storage locations during 10.30 am to 5.00 pm between 15.9.2021 to 22.09.2021 except for Sundays and national holidays. All due diligence activities have to be carried out simultaneously at all locations and no extra time will be allowed for whatsoever reasons/circumstances.*

Mode of deposit of EMD:

- Through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. 911020014367479 with Axis Bank, G D Somani Branch, Cuffe Parade Mumbai, IFS Code: UTIB0000447; or
- By way of Demand Draft/Pay Order in favour of 'Export-Import Bank of India', payable at Mumbai at Export-Import Bank of India, 21st Floor, Centre -1 Building, World Trade Centre Complex, Cuffe Parade, Mumbai-400005;

Return of EMD

- a. EMD of unsuccessful bidders will be returned through NEFT/RTGS transfer to the Bank account details provided by them in the bid form and may be intimated via their e-mail id within one month of the closure of process i.e. date of declaration of successful bidder. However, Exim Bank reserves the right to retain EMD of top three bids for a period of upto two months from the date of Auction.
- b. Unsuccessful bidders shall ensure return of their EMD within stipulated time period and if not, immediately to contact the bank.

E-auction process: Details of E-auction process will be shared with Prospective Bidders who have submitted valid EoI along with necessary EMD of ₹ 10 crore during the stipulated time.

V. Important Terms and Conditions

1. The sale of Asset is on **“As is where is” & “As is what is” basis without recourse to EXIM Bank**. Authority to sale these components is derived from loan documents executed between Exim Bank and the said borrower.

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

3. **Swiss Challenge Method-** Exim Bank is in receipt of offer of ₹ 140 crore (inclusive of GST, as applicable to wind project/renewable energy) from an interested buyer, who has deposited ₹ 10 crore as EMD with Exim Bank. This offer will be treated as anchor offer and same terms and conditions will be offered to all other interested buyers as regard to EMD, time period for making payment etc. In case of receipt bid higher than anchor offer, an opportunity will be given to the bidder of the anchor offer to match the highest bid. In event of his inability to match the highest bidder, the highest bidder will be declared as Successful Bidder. The successful bidder would be given a time period up to August 31, 2022, to make payment, however, 77% of the total payment has to be paid by March 31, 2022, and rest of the payment by August 31, 2022. Exim Bank reserves right to ask for suitable Bank guarantee from the successful bidder depending on financial standing and payment period of the successful period.

Entire machinery will be sold to single bidder.

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

- The interested buyer who is paying more than anchor offer and the payment timelines are shorter than the anchor offer;
- The bidder who is paying higher amount than anchor offer and the payment timelines are the same as the anchor offer;
- The bidder who is paying same amount in the anchor offer in the timelines shorter than the anchor offer.

4. Final Bid shall remain valid for a period of 21 days from the date of submission of Bid. However, EXIM Bank may extend the validity for such period as may be determined by the Bank at its discretion. EXIM Bank also reserves the right to

reject any Bid without assigning any reason, whatsoever.

5. Prospective Bidders are expected to submit their Bids with independent study & assessment in respect of these assets and value thereof, before submitting their Bids. By virtue of submission of the Bid, it shall be deemed that, the Prospective 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 Prospective 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 the 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 Bid should be made on the basis of the terms of this PUBLICATION without prejudice to EXIM Bank's right to make any amendments.

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

8. 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 Bank on behalf of the obligor now due or that may become due in future.

9. Any claim of the obligor, after the sale of Asset, shall be dealt with by the Successful Bidder.

10. Successful Bidder shall take over the Asset by making payments against respective lots. Possession of the assets pertaining to a lot will be handed over within 5 working days from the date of payment for such lot. Around 15 days' time will be allowed for lifting the goods from the respective locations, thereafter storage/security charges may be levied at the discretion of the Bank. However, the Bank will not assume any responsibility of the unlifted goods in case of any natural calamity, fire, earthquake, riot like situation or occurrence of any other

God's Act. Successful bidder will be responsible for obtaining necessary insurance as may be required to cover the goods against all/any risk. Exim Bank will not assume any responsibility in this regard. Full payment of the earlier instalment needs to be done in full, before lifting next lot of machinery.

11. Delivery of possession

- a. All expenses and incidental charges in relation to taking physical possession of the property as well as all acts relating thereto shall be borne by the Successful Bidder.
- b. The Bank shall not be responsible for any loss or liabilities of the tenderer if the purchased property could not be delivered due to circumstances beyond the control of the Bank and or the Authorised Officer.
- c. In case Exim Bank is unable to deliver the Assets within the specified time due to unforeseen reasons, then Exim Bank shall grant suitable extension of delivery period to the bidder without any ground rent or other related charges till the expiry of such extended period. In such eventuality, however, the tenderer shall not be entitled to claim any compensation for such delay.

12. Sale Certificate / Payment of Stamp Duty

- a. On payment of the entire purchase price / bid amount for the specific tranche , Sale Certificate will be issued/ requisite agreement(s) will be executed by the Bank only in the name / names of the bidders whose name / names are mentioned in the bid form.
- b. No request for inclusion / substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.
- c. Sale Confirmation / Sale certificate shall be collected in person or through an authorized person.
- d. The reserve price is inclusive of 5% GST as applicable to wind project/renewable energy sector. Any GST over and above to the rate as applicable to the Anchor offer, on account of specific business sector of the successful bidder, Stamp duty, or any other applicable tax/ cess etc, as per any relevant laws for the sale certificate shall be borne by

the Successful Bidder / purchaser. In case, Successful Bidder fails to comply with formalities as may be necessary in connection with of the sale certificate, within two months from the payment of full/part consideration of the assets, the Bank reserves right to cancel the sale and forfeit the entire amount paid by the successful bidder and conduct e-auction afresh.

- e. The Sale Certificate will not be issued pending operations of any stay / injunction / restraint order passed by the DRT/DRAT/ High Court or any other Court against the issue of Sale Certificate.
- f. The deposit made by the Successful Bidder, pending execution of Sale Certificate will be kept in non-interest bearing deposit account. No request for return of deposit either in part or full / cancellation of sale will be entertained.

13. 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 to its own advisors, if any, shall be borne and paid by such Bidder, whether its Bid is accepted or rejected for any reason. EXIM Bank does not assume any liability, whatsoever in this connection.

14. 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 Prospective Bidder on the basis of such discussion, negotiation, information.

15. The Prospective 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.

16. 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 Assets and Exim Bank's authority to sell these Assets under the loan

and security documents. The Prospective 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 the Assets.

17. The Prospective Bidders should not limit or restrict their due diligence only to the available documents for assessing the complete risk or even for evaluating the assets.

18. 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.

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

20. The Successful Bidder shall be solely and absolutely responsible for completion of all statutory, regulatory and other compliances for the procurement of the assets 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.

21. Sale of Assets to the Successful Bidder shall be effected by execution of the necessary and appropriate agreement(s)/sale certificate/invoices in favour of the Successful Bidder, only upon receipt and realization from the Successful Bidder of the entire purchase consideration. Please note there shall be no deliberations, negotiation on the draft of agreement/ sale certificate/invoices and the drafts are not subject to discussion and modifications. Transfer of asset shall be "As is where is" and "As is what is" and "without recourse basis" and shall not be liable to be revoked for any breach including antecedent breach of any representation and warranty.

22. The Successful Bidder shall collect all the documents from EXIM Bank under the terms of the agreement(s)/sale certificate (held at different offices of EXIM Bank in India and abroad) on any business day on or within 45 days from the date of execution of agreement(s)/sale certificate . 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.

23. EXIM Bank reserves its right (A) to cancel the Process at any stage before issuance of sale certificate/ suitable agreement and in that event, in its own absolute discretion and (B) to follow a different method for sale/transfer of the 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.

24. 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.

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

26. 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.

27. 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 even if the loan and security documents pertaining to the Asset may be governed by any other law.

28. In case of stay of further proceedings by the Debts Recovery Tribunal (DRT), Debts recovery Appellate Tribunal (DRAT), High Court or any other Court for forum, the auction/sale may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or costs for such postponement or cancellation.

29. EXIM Bank has absolute and unimpeachable right with respect to all the matters starting from receiving, considering, accepting the bid or transferring the specific 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 asset. EXIM BANK would not entertain any claim from any interested party in this regard.

In acceptance:

Signature and Seal of the Bidder

Annexure I

Expression of Interest
On Interested buyer's Letter Head
<Draft>

Date:

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

Sub: Asset Auction – September 2021 .

We refer to EXIM Bank's PUBLICATION on its website on 07.09.2021 on auction of hypothecated assets. 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 Assets (as described in the Publication) in accordance with the applicable laws and regulations of India.

2. We have paid necessary EMD of ₹ 10 crore on _____. Details of payment/remittance are as under;

- DD no. _____ dated _____ drawn on _____ in favour of Export-Import Bank of India, Mumbai.
- In case of RTGS UTR code _____ date of remittance_____

A.	Bank Account Details for refund of EMD i. Bank A/c No. ii. IFSC Code No. iii. Branch Name	
B.	Date of Submission of Bid	
C.	PAN Number	
D.	Property / Asset Item No. in respect of which the bid is submitted ¹	
E.	Whether EMD remitted	Yes / No

F.	EMD Remittance Details* i. Date of remittance ii. Name of Bank iii. Branch iv. Account No. v. IFSC Code No. vi. UTR No.	
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*Mandatory: Bidders should preserve the EMD remittance *challan* and produce on demand.

3. Subject to our findings and pursuant to the due diligence review, we intend to submit a Bid for the being auctioned under Swiss Challenge Method by EXIM BANK.

4. In undertaking this transaction, we have no conflict of interest with and are not related, directly or indirectly, to EXIM Bank.

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>

Schedule ²(KYC Documents for E-Auction)

Sr. No	PARTICULARS
INDIVIDUALS	
	PAN Card
	Passport / Driving License / Voter ID Card / NREGA Card and AADHAR Card
	Electricity Bills or any other state utility bills
SOLE PROPRIETORSHIPS	
	PAN Card
	Registration Certificate
	CST / VAT / License or any other certificate issued by concerned competent authority
	Electricity Bills or any other state utility bills
PARTNERSHIP FIRMS	
	PAN Card
	Registration Certificate
	Partnership Deed and any amendment/addendum thereto
	Power of Attorney granted to a partner of the firm to buy property on its behalf
	Particulars, as mentioned under Sr. No. A above, of partner to whom POA is given.
COMPANIES	
	PAN Card
	Certificate of incorporation.
	CIN
	Memorandum & Articles of Association
	Board resolution / POA authorising a person to purchase property for Company
	Particulars, as mentioned under Sr. No. A, of authorised person, attested by the Company
	Latest Form 32
	For public limited company, Certified Copy of Certificate of Commencement
LIMITED LIABILITY PARTNERSHIPS	
	PAN Card
	LLP agreement
	Incorporation document and DPIN of the designated partners
	Certificate of Registration issued by the ROC concerned
	LLP-IN issued by the ROC
	Resolution in favour of the partner to buy the property
	Particulars, as mentioned under Sr. No. A above, of concerned partner
TRUST / ASSOCIATION / SOCIETY	
	PAN Card
	Certificate of Registration
	Resolution / POA granted to buy property

² Please note that the above KYC list is general and broad based.

	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
	Particulars, as mentioned under Sr. No. A, of person authorised to purchase property
H.U.F.	
	PAN card
	HUF Declaration for purchase of property
	Particulars, as mentioned under Sr. No. A above, of Karta of HUF

Note: Self Certified photo copy are to be produced.

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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 Floor 21, Centre One Building,
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 sale of certain assets
(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: