

To,

Dec 25, 2024

ARCs / Banks / NBFCs / FIs

NOTIFICATION FOR SALE OF FINANCIAL ASSET UNDER SWISS CHALLENGE METHOD)

Dear Sir / Madam,

Sammaan Capital Limited (SCL/Company) in terms of our policy on "Sale of Financial Assets" in line with the regulatory guidelines had come out with the newspaper publication on Dec 5, 2024 inviting offers from all eligible asset reconstruction companies ("ARCs")/banks/non-banking financial companies/financial institutions to buy stressed-financial assets (the "Financial Assets"). Following the receipt of "expressions of interest" and subsequent due-diligence from ARCs, we have received following bids through auction process (the "Base Bids"):

No. of Loans	Principal Outstanding [₹ in Cr]	Highest Bid Price [₹ in Cr]
6,497	4,057	2,577

Now the Company is inviting counter bids or subsequent offers from interested ARCs/banks/ non-banking financial companies/financial institutions (the "Prospective Investors") for sale of the Financial Assets under "SWISS Challenge method". The bid can be submitted The Company hereby invites all Prospective Investors for participating in the said auction by furnishing: (i) duly signed expression of interest ("EOI") in the form set out under Annexure A herein and the non-disclosure agreement in the form set out under Annexure B herein ("NDA") to SCL in a sealed envelope to Mr. Keshav Mundra [Deputy Vice President] at [Sammaan Capital Limited 18th Floor, Tower I, One International Center, Senapati Bapat Marg, Lower Parel, Mumbai – 400013, Maharashtra, and share scanned copies of the same by e-mail to loanassignment_SCL@sammaancapital.com on or before 1:00 PM (IST) on Dec 26, 2024

The auction under Swiss Challenge method is based on the bid offer in hand, hence counter bids are solicited. If counter bid(s) cross the minimum mark-up, the highest counter bid received, will be treated as challenger bid. The bidder who has submitted base bid offer will be invited to match the challenger bid. In case the base bidder failed to match it, challenger bid will be declared as successful bid as per Swiss Challenge method guidelines. If no counter bid crossed the minimum mark-up, the base-bid becomes the winning bid.

Other Terms and Conditions

1. Starting price for counter bid under Swiss Challenge method shall be marked up over the Base Bid by not be less than five per cent and shall not be more than 15 per cent of the Base Bid.
2. Bidding can be done only at pool level. No bidding for individual loans or partial pool shall be accepted
3. On receipt of the EOI and execution of NDA on or prior to 1:00 PM (IST) on December 26, 2024 the eligible Prospective Investors will be provided the access to the data room for carrying out due diligence activity in relation to the Financial Assets.
4. Cut-off date of each pool would be the date of assignment agreement. Hence, any recovery received in the account till that date of the respective assignment agreement will remain with the company
5. The sale is on "As Is Where is Basis", "As Is What is Basis" and "Whatever There Is Basis"

6. All sales shall be "Without Recourse" to the Company. In the event of non-realisation of amount out of secured assets in connection with the Financial Assets, the Company will not be liable to refund anything in part or full"
7. The counter-bids submitted by the Prospective Investors should be unconditional, irrevocable & binding in all respect. Counter-bids cannot be withdrawn once submitted to the Company and successful bidder has to complete the transaction related to sale of the pool of Financial Assets where they are declared successful bidder in the time bound program and contingent bids are liable to be disqualified by the company
8. Under no circumstances Prospective Investors 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 Reserve Bank of India & the respective association for taking necessary action
9. In case of similar/identical bids, SCL will have the final right to decide on the settlement of the asset
10. Offers/bids are invited on cash / cash-cum-security receipt basis
11. Settlement of the account should be at the earliest, preferably within T + 2day from the date of confirmation of the trade.
12. SCL reserves the right to withdraw any account from sale process or reject and / or cancel or defer the entire sale process of the assets / bids without assigning any reason. Further SCL also reserves the right to add / modify / delete any of the terms and conditions at its sole discretion.
13. Please note that all the related expenses viz. taxes / stamp duty / registration charges and all other miscellaneous expenses etc. that may be arising out of the transaction shall be payable by the Prospective Investors.
14. If any dispute arises between SCL and Prospective Investors in relation to the present sale process, it should be settled by mutual discussions and in case amicable settlement is not reached, it shall be subject to the exclusive jurisdiction of the courts situated at New Delhi
15. Any other term except those mentioned above shall be as per mutual negotiations and agreement
16. Without Prejudice to the above, all interested parties acknowledge that the proposed sale of the Financial Assets will be subject to the outcome of the counter bid / swiss challenge process and the final approval by the competent authority of SCL.

Yours faithfully,

Sd/-

Authorised Signatory
Sammaan Capital Limited

Format for Expression of Interest (EOI)

Dated: [●]

To,

Sammaan Capital Limited

New Delhi – 110 001

Sub: Purchase of Stressed Financial Assets of Sammaan Capital Limited

Dear Sir/ Madam,

We refer to the Invitation for Expression of Interest for sale/assignment of stressed financial assets by Sammaan Capital Limited on the website / e-mail dated [●]. We hereby confirm that we are interested in participating in the said auction process and we intend to proceed with due-diligence, hence request access to the Data Room set up by you for the purpose. This is to confirm that:

1. We are eligible and have the financial capacity to conclude the purchase of the stressed financial assets accounts in accordance with the applicable laws and regulations of India.
2. Subject to our findings and pursuant to due diligence review, we intend to submit a bid for the stressed financial assets being auctioned by Sammaan Capital Limited.
3. Details of the contact person/ authorised signatory with address, contact details and email id:

S No	Name	Contact No	*Email ID
(i)			
(ii)			

We hereby acknowledge that, subject to final approval from the competent authority of SCL, certain or all the financial assets, details of which will be shared by SCL in due course, may be withdrawn from the offer without assigning any reasons thereto.

We shall be in touch with you to co-ordinate on the Data Room schedule.

With regards,

<Authorised Signatory>

For <Name of the Prospective Investor>

Format for Non-Disclosure Agreement

This Non-Disclosure Agreement (“**Agreement**”) made and entered into at _____ this _____ day of _____, 2024

BY AND BETWEEN

_____, a company incorporated under the Companies Act, 1956 and having its registered office at _____, its corporate office at _____ hereinafter referred to as “_____” or “**the Receiving Party**”(which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assigns), of the **FIRST PART**;

AND

SAMMAAN CAPITAL LIMITED, a company incorporated under the Companies Act, 1956 and registered with the Reserve Bank of India as a non-banking financial company and having its registered office at 5th Floor, Building No. 27, KG Marg Connaught Place New Delhi, 110001, India hereinafter referred to as the “**SCL**” or “**the Disclosing Party**” (which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assigns), of the OTHER PART.

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

WHEREAS:

The Parties intend to engage in discussions or negotiations concerning the establishment of a business relationship between themselves in respect of purchase of certain identified non-performing assets/stressed assets as may be mutually agreed by the Parties. In connection with the same, the Receiving Party is desirous of conducting due diligence, inspection and verification of the non-performing assets/ stressed assets and all the loan agreements, financing documents, security documents, transaction documents in respect of and/or relating to the non-performing assets/ stressed assets to be purchased by the Receiving Party, to enable the Receiving Party to take a considered decision in respect of such purchase of non-performing assets/ stressed 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**” means any information related to the Disclosing Party and / or its affiliates which is made available in any form (including writing, visual, electronic or oral) to the Receiving Party or any of its representatives after the date of this Agreement by or on behalf of the Disclosing Party or any of its representatives for the purpose of considering, evaluating, negotiating, advising in relation to or furthering the Purpose, and includes (without limitation) any copies of such information and any information, analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information but excludes information which:

1.1. is publicly available at the time of its disclosure under this Agreement; or

- 1.2. becomes publicly available following disclosure under this Agreement (other than as a result of disclosure by the Receiving Party or any of its representatives contrary to the terms of this Agreement); or
- 1.3. was lawfully in the possession of the Receiving Party prior to or following disclosure under this Agreement (as can be demonstrated by written records or other reasonable evidence) free of any restriction as to its use or disclosure owed to the Disclosing Party prior to it being so disclosed;
- 1.4. was developed by the Receiving Party or any of its representatives without reference to nor use of the Confidential Information and such independent development can be shown by documentary evidence.

2. Undertakings in respect of Confidential Information

- 2.1. Subject to paragraph 2.2, the Receiving Party undertakes that it will (save where otherwise consented to in writing prior to such disclosure by the Disclosing Party):
 - (a) keep the Confidential Information confidential and not disclose it to any person other than its representatives who require it for the purpose of considering, evaluating, negotiating, advising on or furthering the Purpose;
 - (b) use reasonable endeavours to keep the Confidential Information secure and in such a way so as to prevent unauthorised access by any third party;
 - (c) not make any copies of the Confidential Information or reproduce it in any form except for the Purpose of supplying the same to those to whom disclosure is permitted in accordance with this Agreement; and
 - (d) promptly inform the Disclosing Party if it becomes aware that the Confidential Information has been disclosed to (or accessed by) an unauthorised party as a direct result of the Receiving Party's or its representatives' actions.
- 2.2. The provisions of clause 2.1 above do not restrict any disclosure by the Receiving Party or any of its representatives of the Confidential Information to the extent that it is required by law or regulation or by any court of competent jurisdiction or any governmental, official or regulatory body (including the listing rules of any relevant stock exchange) provided that, so far as it is lawful and practical to do so prior to such disclosure and save where the disclosure is to a regulator acting in the ordinary course of its regulatory or supervisory function, the Receiving Party will promptly notify the Disclosing Party and consult with the Disclosing Party regarding the nature, timing and content of the proposed disclosure.

3. Return/destruction of Confidential Information

- 3.1. The Receiving Party further undertakes that, subject to paragraph 4.3, it will at its expense and within seven days of receipt of a written request (including by e-mail) from the Disclosing Party:
 - (a) return or destroy all of the Confidential Information provided to it and/or its representatives pursuant to this Agreement, without keeping any copies of any of the Confidential Information;
 - (b) procure the destruction of all analyses, compilations, notes, studies, memoranda and other documents prepared by it and/or by each of its representative to the extent

that the same contain, reflect or derive from any of the Confidential Information;
and

- (c) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this letter), expunge any of the Confidential Information from any readily accessible computer, server, word processor or other device used by it and/or each of its representatives.

3.2. The obligation to return, destroy or expunge the Confidential Information set out at paragraph 3.1 above will not apply to the Receiving Party or its representatives to the extent that either the Receiving Party or its representatives are required to retain the Confidential Information in order to comply with any law or regulation or with an order or request of any court of competent jurisdiction or any governmental, official or regulatory body (including under the listing rules of any relevant stock exchange). Provided that, for the avoidance of doubt, the provisions of paragraph 2.1 shall continue to apply to any such Confidential Information retained as set out in this clause.

4. 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 trade mark, patents or copy right, or application for the 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 trade mark, trade mark notice, copy right 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 mark, symbol or logo on such Confidential Information.

5. No liability for Confidential Information

5.1. Neither the Disclosing Party nor its representatives:

- (a) accepts responsibility for or makes any representation, express or implied, or gives any warranty or assumes or acknowledges any liability with respect to any use or reliance on the Confidential Information, the accuracy or completeness of the Confidential Information or any oral communication in connection with the Confidential Information; or
- (b) will be obliged to update any such information or to correct inaccuracies in such information.

6. Agreement does not constitute an offer

6.1. Neither the Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or their respective representatives and nor will the Disclosing Party or their respective representatives be under any obligation to accept any tender, offer or proposal which may be made by or on behalf of the Receiving Party.

6.2. The Receiving Party acknowledges that the Disclosing Party may in its sole and absolute discretion terminate discussions and negotiations in relation to the Purpose at any time.

7. Term

This Agreement shall come into effect on the date of execution of this Agreement. This Agreement and all the obligations hereunder shall terminate on the date which is the earlier of 1 (one) year from the date of execution of this Agreement or the date when definitive documents/agreements are executed between the Parties for consummation of the Purpose. Without prejudice to the foregoing, the obligations of confidentiality shall survive termination of this Agreement for a period of five (5) years from the first disclosure of the Confidential Information.

8. Remedies

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 therefore agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to specific performance and injunctive relief hereunder. This clause shall survive the termination of this Agreement.

9. 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 the Courts of New Dselhi.

10. Assignment

Neither Party may assign or transfer its rights under this Agreement in whole or in part to any third party without the prior written consent of the other Party.

11. Severability

Each of the undertakings set out in this Agreement is separate and severable and enforceable accordingly, and if any one or more of such undertakings or part of an undertaking is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining part of the undertakings will continue in full force and effect.

12. Counterparts

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this letter by email attachment shall be an effective mode of delivery.

13. Whole Agreement

This Agreement sets out the whole agreement between Disclosing Party and the Receiving Party in respect of the subject matter of this Agreement. It supersedes any previous draft, agreement, arrangement or understanding between them, whether in writing or not, relating to its subject matter.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of

_____ **Limited**

[Authorised Signatory]

For and on behalf of **Sammaan Capital Limited**

Authorised Signatory

(Designation)

In the presence of:

1)

2)