

**EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED**

**The Authorized Officer (AO)**

**Of**

**EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED (EARC)**

**EDELWEISS HOUSE, 1<sup>st</sup> Floor**

**OFF C.S.T. ROAD,**

**KALINA,**

**Mumbai - 400 098**

**(Acting in its capacity as trustee of EARC Trust SC - 244 and EARC Trust SC - 427)**

**BID PROCESS DOCUMENT**

**For**

**Assignment of Debt of**

**Andhra Cements Limited ("ACL")**

**Held by EARC (Acting in its capacity as trustee of EARC Trust SC - 244 and EARC Trust SC - 427) and Karur Vysya Bank**

**Under**

**Regulations issued by the Reserve Bank of India ("RBI") r/w the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Security Interest (Enforcement) Rules, 2002 ("SARFAESI Act")**



**E-AUCTION PUBLIC SALE E-AUCTION UNDER SWISS CHALLENGE METHOD  
PROCESS DOCUMENT**

The sale shall be subject to the provisions under the Security Interest (Enforcement) Rules 2002 and Regulations issued by the Reserve Bank of India (“RBI”) r/w the following further conditions:

<b>Auctioneer Name</b>	<b>Assignment of Debt of Andhra Cements Limited on behalf of M/s Edelweiss Asset Reconstruction Company Limited (EARC) Trustee of EARC Trust SC - 244, and EARC Trust SC – 427 And M/s Karur Vysya Bank (KVB) Edelweiss House, 1<sup>st</sup> Floor, Off CST Road, Kalina, Mumbai. 400098</b>
<b>Auction to be Conducted by</b>	<b>e-Procurement Technologies Ltd.-Auction tiger B-705,Wall Street-2,Orient Club, Ellisbridge, Ahmedabad - 380006 Gujarat</b>
<b>Auction Schedule</b>	<b>Date of Auction:- 20-Oct-2021 Timings: As per the E-Auction Notice and Terms &amp; conditions published Auction Website :- <a href="https://edelweissarc.auctiontiger.net">https://edelweissarc.auctiontiger.net</a></b>
<b>Annexure</b>	<b>A. Newspaper Publication dated 29<sup>th</sup> September 2021 B. Introduction C. Terms &amp; conditions of e-Auction (Annexure – I) D. Expression of Interest (Annexure II) E. Non-Disclosure Agreement (Annexure III) F. Bid Form (Annexure – IV) G. Declaration by Bidder(Annexure – V) H. Confirmation by Bidder Regarding Receipt of Training (Annexure – VI)</b>

	<p>I. Format of Assignment Agreement (Annexure- VII)</p> <p>INSTRUCTION: The Bidder need to go through all the terms &amp; conditions, sign on all pages of the Bid Document as token of reading the document, understanding it fully &amp; accepting the same in totality. Fill in all Annexures properly and submit the same with Authroised officer of EARC along with all necessary self-attested KYC documents in password protected files as mentioned in Term &amp; Condition.</p>
<b>Special Instructions</b>	<p><b>Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor EARC will be responsible for any lapses / failure on the part of the Bidder, in such cases.</b></p>

**EDELWEISS ASSET RECONSTRUCTION CO. LTD.**

CIN - U67100MH2007PLC174759

Edelweiss House, Off C.S.T Road, Kallina, Mumbai - 400 058.



**Edelweiss**

What creates, values protect

**NOTICE FOR E-AUCTION SWISS CHALLENGE  
PROCESS FOR ASSIGNMENT OF DEBT**

We invite all Eligible Asset Reconstruction Companies, Banks, and Financial Institutions ("Party" or "Parties") under the extant Reserve Bank of India guidelines for sale of the following Non-Performing Asset under Swiss Challenge Process. Detailed Terms and Conditions of the process are captured in the Process Document, which can be downloaded by the prospective Party from the link provided herein.

<https://www.edelweissarc.in/PropertySale.aspx>

Borrower	Outstanding as on 31.03.2021 (Rs. Crore)	Reserve Price (Rs. Crore)
Andhra Cements Limited	1,012.3	434.5

That, the loan account of the Borrower together with underlying securities mortgage charge created by Borrower and Guarantors was assigned in favour of Edelweiss Asset Reconstruction Company Limited acting in its capacity as trustee of EARC Trust SC 244 and SC 427 (hereinafter referred as "EARC"/secured creditor) vide various Assignment Agreements under the provision of Securitization and Reconstruction of Financial Assets and Enforcement of Securities Interest (SARFAESI) Act, 2002. Pursuant to the said assignment, EARC stepped in to the shoes of the Assignor Banks and therefore, exercises its rights as the secured creditor.

Sale will be on 100% cash basis for assignment of debt of the borrower held by EARC and Kaur Vyasa Bank and the auction shall be through "Swiss Challenge Method", under SARFAESI Act, 2002 and as per the extant Reserve Bank Guidelines on "as is, where is", "whatever there is" and without recourse basis based on an existing offer.

Earnest Money Deposit (Rs. Crore)	Last date of submission of EMD and bid	Date & time of e-auction
250	18-10-2021	20-10-2021 Time - 03:00 PM to 04:00 PM

In case of any query or any clarification, you may contact the following dealing officer at our end:

Sr. No.	Name of the Official	Contact Details
1	Mr. Harshit Changoiwala	Mobile- +91 88282 19649 Email- <a href="mailto:Harshit.changoiwala@edelweissarc.com">Harshit.changoiwala@edelweissarc.com</a>
2	Ms. Shwangi Verma	Mobile- +91 98190 99457 Email- <a href="mailto:Shwangi.Verma@edelweissarc.com">Shwangi.Verma@edelweissarc.com</a>

Date : 29.09.2021

Place: Mumbai

Sd/-

Authorized Signatory

For Edelweiss Asset Reconstruction Company Limited

## एडलवैस ऑसेट रिकन्स्ट्रक्शन कं. लि.

सीआयएल नं. : मुम्बई-००एमएचए२-००७बीएलसीई७४७६९  
एडलवैस इण्डिया, ऑफिस सी.एच.टी. रोड, फर्निगा, मुंबई-४०००१८



### कर्जाच्या अभिहस्तांकनासाठी ई लिलाय स्वीस चॅलेंज प्रोसेसकरीता सूचना

आम्ही स्वीस बँकेस प्रोसेस अंतर्गत खालील नॉन-एग्जॅमिन मालिका निविदासाठी निवृत्त बँक ऑफ इंडियाच्या मार्गदर्शकाच्या निष्ठाकर्तव्येचा पूर्ण पाठ असेट रिकन्स्ट्रक्शन कंपनीस, बँक आणि निजीय संस्थांना ("पार्टी" किंवा "पार्टीज") विहित करीत आहोत. प्रोसेसच्या अधिकृत अटी व शर्ती प्रोसेस दृष्टिकोनातून दिशेच्या असेट, ज्या खालील पुढिलील्ल्या रिकन्स्ट्रक्शन प्रकल्पित पार्टीद्वारे वापरलीत करत येतील.

**इतिहास (रिक्रयूट करीत व्हाय इण्डिया, इण्डियाच्या इन्फोर्मेशन बँक)**

कार्यदाता	दि. २१.०३.२०२१ रोजी अनुमानित करवासाठी (रु. करोड मध्ये)	एडलवैस किंमत (रु. करोड मध्ये)
आंध्र सिमेंट लिमिटेड	१,०१२.२	४२४.६

बी, कार्यदाताद्वारे पहाण/प्रभावी/निजीय खाली असलेल्या कारणातून कार्यदाताचे कार्य करते निवृत्त/रिप्लेसमेंट असेट रिकन्स्ट्रक्शन असेट पारदर्शकतेत असेट असेट एम्प्लोमेंट असेट निवृत्त/रिप्लेसमेंट इंडिया (पारदर्शक) असेट, २०२२ च्या वास्तुी अंतर्गत इंडियासाठी ट्रास्ट एअरी-२०२० आणि एअरी २०२० चे ट्रास्टी म्हणून त्यांच्या समवेत कार्यदाता (वास्तुी "इंडियासाठी"/"कारण मध्ये" म्हणून संदर्भित) एडलवैस असेट रिकन्स्ट्रक्शन कंपनी लिमिटेडच्या वर अभिहस्तांकित होती. यात अभिहस्तांकनाच्या अनुषंगाने, इंडियासाठी हे अभिहस्तांकनकर्त्या बँकेच्या जागी आते, आणि म्हणून, कारण मध्ये म्हणून त्यांच्या अभिहस्तांकना पाठ करताना.

इंडियासाठी आणि बँक बँक बँक द्वारे केलेल्या कार्याच्या अभिहस्तांकनाकरीता निधी १-०१६ टोकल कारणात येतील जाईल आणि लिलाय निवृत्तान प्रकल्पाने "जाणे आहे केसे आहे", "जे काही आहे केसे आहे" आणि "जिना किंवा" कारणाच्या आधारे पारदर्शक असेट, २०२२ आणि निवृत्त बँक ऑफ इंडियाच्या मार्गदर्शकाच्या निष्ठाकर्तव्यात "स्वीस बँकेस वेबसाईट" द्वारे करताना येईल.

इतर अनुमानित मूल्य (रु. करोटी)	इतर आणि जोडी सादरीकरणसाठी लेवटली करीत	ई- लिलायसाठी करीत व वेळ
२५.०	१८१०.२०२१	करीत : २०.१०.२०२१ वेळ : दु. ०९.०० ते दु. ०८.००

बोलासाठी वेळ किंवा बोलासाठी अधिकृत/अधिकृत, खालील अधिकृत प्रतिनिधीत तुम्ही संकेत करताना:

अनु.क्र.	अधिकृत/अधिकृत नाव	संपर्क तपशील
१	सी. हर्षित चंगोईवाला	मोबाईल : +९१ ८८९८२ १९६७९, ईमेल : Harshit.Chang@edelweissinfra.com
२	सी. निहाणी जय	मोबाईल : +९१ ९८१९० ९९८९६, ईमेल : Shuang.Nair@edelweissinfra.com

दिनांक : २१.०३.२०२१  
 ठिकाण : मुंबई  
 पत्ती / -  
 प्राधिकृत अधिकारी  
 एडलवैस असेट रिकन्स्ट्रक्शन कंपनी लिमिटेड

**కాదెల్వైస్ అసెట్ రికన్స్ట్రక్షన్ కంపెనీ లిమిటెడ్**  
**CIN - U67100MH2007PLC174759**  
 ఎడెల్వైస్ టౌన్, ఎన్. సి. రోడ్ రోడ్డు, శివం, ముంబయి- 400 096



**డెలిట్ యొక్క అసైన్మెంట్ కొరకు ఇ-వేలం**  
**స్టాక్ ఛాలెంజ్ ప్రక్రియ కొరకు ప్రకటన**

స్టాక్ ఛాలెంజ్ ప్రక్రియ క్రింద దిగువ తెలిపిన నిర్దేశ అన్ని యొక్క అమ్మకం కొరకు అమలులో ఉన్న భారతీయ రిజర్వు బ్యాంక్ మార్గదర్శకాల క్రింద అర్హతల ఆసెట్ రికన్స్ట్రక్షన్ కంపెనీలు, బ్యాంకులకు మరియు అధిక సంస్థలు ("పార్టీ" లేదా "పార్టీలు") అన్నిటిని మేము అంగీకరిస్తున్నాము. ప్రక్రియ యొక్క పూర్తి నియమ నిబంధనలు ప్రాసెస్ డాక్యుమెంట్లో కలిపబడినవి. వాటిని ఇక్కడ తెలిపిన లింక్ <https://www.edelweissart.in/PropertySale.aspx> నుంచి భావి పార్టీలు దౌరలోక చేసుకోవాలి.

రుణదాత	31.03.2021 వాటి చెల్లించబడిన మరాయి (రూ. కోట్లు)	రిజర్వు ధర (రూ. కోట్లు)
అంధా సెమెంట్ లిమిటెడ్	1,912.3	434.6

సర్కూలర్లతోపాటు మరియు రి-కన్స్ట్రక్షన్ ఆన్ స్టాన్డయింగ్ అసెట్స్ మరియు నిరర్హితమైన అన్ని సర్కూలర్లతో ఇంటర్నెట్ (BARFAESI) ద్వారా 200కో యొక్క ఏర్పాట్ల క్రింద వివిధ అసైన్మెంట్ ఎన్ఫోర్సల ప్రకారం ఇంటర్నెట్ క్రూస్ ఎన్ఎన్ 244 మరియు ఎన్ఎన్ 427 ("ఇంటర్నెట్" / "హామింగుల మిజరాతగా ఇక మీదట వ్యవహరించబడును) యొక్క ప్రస్తావన తన పానుక్యంట్ వ్యవహారాన్ని తయారైంది ఆసెట్ రికన్స్ట్రక్షన్ కంపెనీ లిమిటెడ్ వారి సేవలను రుణగ్రాహిత్ మరియు క్లౌడుస్ట్రాక్చర్ తరచూ ఉంచబడిన / డ్రాగ్ చేయబడిన స్వచ్ఛందబడిన సర్కూలర్లతోపాటు సులభగ్రాహిత్ యొక్క మిజరాతగా ఆసెట్ చేయబడినది. వివిధ అసైన్మెంట్ అనుగుణంగా ఇంటర్నెట్ ఆసెట్ల బ్యాంకులను అంగీకరిస్తున్నది మరియు కాస్తాని హామింగుల మిజరాతగా తన పానుక్యంట్ సేవలను సేవలనుగలదుకుంటుంది. ఇంటర్నెట్ మరియు కరూర్ వెళ్ళా బ్యాంక్ వారిచే చేయబడిన రుణగ్రాహిత్ యొక్క తెలివితేట్ యొక్క అసైన్మెంట్ కొరకు 100% పేగుడు ప్రాతిపదికన అమ్మకం ఉంటుంది మరియు BARFAESI ACT 2002 క్రింద "స్టాక్ ఛాలెంజ్ వద్ద" ద్వారా మరియు "ఎక్కువ ఎలా ఉన్నది అక్కడ అలా", "అక్కడ ఎది ఉంటే అది" మరియు ప్రస్తావన ఉన్న ప్రతిపాదనపై ఎటువంటి యజమాన్యక లేకుండా ప్రాతిపదికన అమలులో ఉన్న రిజర్వు బ్యాంక్ మార్గదర్శకాల ప్రకారం వేలం నిర్వహించబడును.

ఇయాదా సొమ్మ ధరానకు (రూ. కోట్లు)	ఇఎంఐ మరియు టిఎస్ పరిమితులు దివసం తేది	ఇ-వేలం తేది & సమయం
25.8	18-19-2021	20-19-2021 సమయం: 11:00 గంటల వాటి కొరకు 10 గంటల వాటి

ఎన్ఎన్ మరియు లేదా ఎన్ఎన్ ఎలాంటి సమయంలో ఏది కనిపిస్తుంది మిజరాతగా వ్యవహరిస్తున్న అంశాలను తెలుసుకోవాలి.

క్ర.సం.	అధికారి పేరు	నిర్దేశించబడిన వివరాలు
1	శ్రీ హర్షిత ఛాంగ్వాల్ వారి	మొబైల్ - +91 88282 19649 e-మెయిల్ - Harshil.Changawala@edelweissart.com
2	ఎంపిటి శివంగి వర్మ	మొబైల్ - +91 98190 99457 e-మెయిల్ - Shivangi.Varma@edelweissart.com

తేది: 29.09.2021  
 ప్రకటన: ముంబయి

సం:-  
 అధికృత సంతకం ద్వారా  
 కాదెల్వైస్ అసెట్ రికన్స్ట్రక్షన్ కంపెనీ లిమిటెడ్ కొరకు

**ఈడెల్వైస్ అసెట్ రికన్స్ట్రక్షన్ కంపెనీ లిమిటెడ్**

**CIN - U67100MH2007PLC174759**

ఈడెల్వైస్ లాజిస్టిక్స్, ఎస్.సి.సి.టి. రోడ్డు, కరీంనా, ముంబాయి- 400 096



**Edelweiss**

Miss create, values protect

**డెబిట్ యొక్క అసైన్మెంట్ కొరకు జ-వేలం**

**స్వీస్ ఛారింట్ ప్రక్రియ కొరకు ప్రకటన**

స్వీస్ ఛారింట్ ప్రక్రియ క్రింద దిగువ తెలిపిన నిరర్థక అస్తి యొక్క అమ్మకం కొరకు అమలులో ఉన్న భారతీయ రిజర్వు బ్యాంక్ మార్గదర్శకాల క్రింద అర్హతగల అసెట్ రికన్స్ట్రక్షన్ కంపెనీలు, బ్యాంకులు మరియు ఆర్థిక సంస్థలు ("పార్టీ" లేదా "పార్టీలు") అప్రొప్రియేట్ మేము అప్రొప్రియేట్ మేము, ప్రక్రియ యొక్క పూర్తి వివరాలను విలువలను ప్రాసెస్ పాక్యుమెంట్లో తెలుపబడనప్పటికీ, వారిని అక్కడ తెలిపిన లింక్ <https://www.edelweissarc.in/PropertySafe.aspx> నుండి భావి పార్టీలు కోసంలో డిమండ్ చేయవచ్చు.

రుజువుకాక	31.03.2021 వారికి చెల్లించబడిన బకాయి (రూ. కోట్లు)	రిజర్వు డబ్బు (రూ. కోట్లు)
<b>అంధా సిమెంట్స్ లిమిటెడ్</b>	<b>1,012.3</b>	<b>434.6</b>

సెక్యూరిటీకేషన్ మరియు రీ-కన్స్ట్రక్షన్ అన్ ప్రొసెస్యూర్ అసైన్డ్ మరియు ఎస్సెట్స్ మెంట్ అన్ సెక్యూరిటీ అంబరెస్ట్ ISARFAESI చట్టం 2002 యొక్క ఏర్పాట్ల క్రింద వివిధ అసైన్మెంట్ ఉద్దేశాల ప్రకారం ఇవ్వబడిన ప్రస్తుత ఎస్సెట్ 244 మరియు ఎస్సెట్ 427 ("ఇవ్వబడిన" / "పొందిన" రుణదాతగా ఒక మీదట వ్యవహారించబడుతుంది) యొక్క క్రమంగా తన సామర్థ్యంలో వ్యవహరిస్తున్న ఈడెల్వైస్ అసెట్ రీ కన్స్ట్రక్షన్ కంపెనీ లిమిటెడ్ వారి పేరున రిజిస్ట్రేషన్ మరియు గ్యారంటీలతో తనకా ఇవ్వబడినది / వారి రియలైజేషన్ ప్రక్రియలలోని సెక్యూరిటీలలో పాటు రిజిస్ట్రేషన్ యొక్క రుణదాత అసైన్డ్ రిజిస్ట్రేషన్ చేయబడినది. వీటిని అసైన్మెంట్ అనుగుణంగా ఇవ్వబడిన అసైన్డ్ బ్యాంకులను అప్రొప్రియేట్ మరియు కార్పొరేట్ పొందిన రుణదాతగా తన పాక్షికంగా మరియు పాక్షికంగా ఉంటుంది. ఇవ్వబడిన మరియు కార్పొరేట్ బ్యాంక్ వారికి చేయబడిన రిజిస్ట్రేషన్ యొక్క డెబిట్ యొక్క అసైన్మెంట్ కొరకు నిరర్థక వేగము ప్రారంభించిన అమ్మకం ఉంటుంది మరియు SARFAESI ACT 2002 క్రింద "స్వీస్ ఛారింట్ పేపర్స్" ద్వారా మరియు "ఎక్కడ ఎలా ఉన్నది అక్కడ అలా", "అక్కడ ఎక్కడ ఉంటే అది" మరియు ప్రస్తుతం దీన్ని ప్రతిపాదనపై పేములంటి యజమాన్యాల లేకుండా ప్రారంభించిన అమలులో ఉన్న రిజర్వు బ్యాంక్ మార్గదర్శకాల ప్రకారం వేలం నిర్వహించబడుతుంది.

ఇవ్వబడిన సామర్థ్య తీరదాత (రూ. కోట్లు)	ఇవ్వబడిన మరియు రిజిస్ట్రేషన్ చేయబడిన తేదీ	జ-వేలం తేదీ & విషయం
<b>25.0</b>	<b>18-10-2021</b>	<b>28-10-2021</b> <small>విషయం: రూ.2.95 గాని రూ.5 కోట్ల 2.408 రూ.5 వరకు</small>

ఏదేని సంబంధం లేదా ఏదేని వివాదం విషయంలో మీరు దీనిని రిజిస్ట్రేషన్ ద్వారా నిర్వహించబడుతుంది.

క్ర.సం.	అధికారి పేరు	సంప్రదించవలసిన వివరాలు
1	శ్రీ హర్షిత్ ఛాంగోవాలా	మొబైల్ - +91 88282 19849 e-మెయిల్ - Harshit.changohwala@edelweissfin.com
2	ఎం.ఎస్. శివంగి వర్మ	మొబైల్ - +91 36130 59457 e-మెయిల్ - Shivangi.Varma@edelweissfin.com

తేదీ: 29.09.2021

ప్రతిపేరు: ముంబాయి

సం/-

అధికార సంకలనం ద్వారా

ఈడెల్వైస్ అసెట్ రికన్స్ట్రక్షన్ కంపెనీ లిమిటెడ్ కొరకు

## INTRODUCTION

Andhra Cements Limited (“**Borrower**”/”**ACL**”) had availed various financial assistance in the form of Rupee Term loan, Working Capital Term Loan and Working Capital in multiple phases from various Banks viz. IDFC Bank, HDFC Limited, Karur Vysya Bank (**KVB**), Union Bank of India (merged with Andhra Bank) and State Bank of India (“**Existing Lenders**”). On defaults committed by the Borrower the loan account of the Borrower was classified as a non-performing asset in the books of the Existing Lenders, in accordance with the directions and guidelines issued by the RBI. Of the above Existing Lenders, following viz. IDFC Bank and HDFC Limited have thereafter assigned the outstanding dues owed by the Borrower along with all the right, title and interest in the underlying securities and guarantees to Edelweiss Asset Reconstruction Company Ltd. (acting in its capacity as trustee of various trusts viz. EARC Trust SC - 244 and EARC Trust SC - 427) (“**EARC**” / “**Secured Creditor**”). In view of the aforesaid assignment of debt, EARC has stepped into the shoes of those Lenders.

EARC invites bid from all eligible Asset Reconstruction Companies (ARC), eligible Banks and eligible Financial Institutions (collectively defined as “Party” or “Parties” as the case may be) for assignment of debt of the borrower held by EARC and KVB as detailed below under the applicable laws and regulations.

Sr. No.	Name of Account	Name of Trust/Name of the Lenders	Outstanding as on 31.03.2021 (Rs. Cr.)	Reserve Price (Rs. Cr.)	Earnest Money Deposit (Rs. Cr.)	Terms of Sale
1	Andhra Cements Limited (“ACL”)	EARC Trust SC 244	478.0	434.6	25.0	100% cash basis
2		EARC Trust SC 427	444.3			
3		Karur Vysya Bank	90.0			
<b>Total</b>			<b>1,012.3</b>	<b>434.6</b>	<b>25.0</b>	

The above assignment of debt of the borrower held by EARC and KVB are being offered for sale on “**100 % Cash**” and on “as is where is”, “as is what is” and “without recourse” basis, under “**SWISS Challenge Method**”, based on an existing offer in hand, with the right to match the highest bid. The reserve price for any bidder is fixed as above.

The Participants shall hold a valid RBI registration certificate. Terms and Conditions of the SWISS Challenge Method is enclosed in **Annexure I**.

**The e-bidding under SWISS Challenge Method will be conducted on 20<sup>th</sup> October, 2021 from 3:00 PM-4:00 PM.** The detailed time schedule for completion of sale is given herein below, which may be taken note of and adhered to since no further extension will be made in the Schedule.

Prospective Parties who would like to participate in the competitive bidding process for assignment of debt in the said account are requested to intimate their willingness to participate by submitting in writing their Expression of Interest (“**EOI**”) as per format enclosed at **Annexure II** along with Non-Disclosure Agreement (“**NDA**”) as per format enclosed at **Annexure III** and along with a EMD which could be by way of Electronic Fund Transfer.



The Prospective Parties will also have to provide the aforementioned Earnest Money Deposit (“**EMD**”) amounting to INR 25 crores (Rupees Twenty Five Crores only) by way of Electronic Fund Transfer in favour of EARC (*Refer Sr. no B (12) in Annexure 1 - Terms and Conditions for further details on remittance of EMD*) along with EOI and NDA.

The copies of the aforementioned documents i.e. EOI (enclosed in Annexure II), NDA (enclosed in Annexure III) and details for remittance of EMD to be sent to EARC by email addressed to [Harshit.Changoiwala@edelweissfin.com](mailto:Harshit.Changoiwala@edelweissfin.com) and [Shivangi.Varma@edelweissfin.com](mailto:Shivangi.Varma@edelweissfin.com) and the hard copies can be couriered/ hand delivered at the below address.

**Ms. Shivangi Varma – Senior Vice President**

Edelweiss Asset Reconstruction Company Limited  
1<sup>st</sup> Floor, Edelweiss House, Off CST Road,  
Kalina, Mumbai – 400 098

In case of any query or any clarification, you may contact Mr. Harshit Changoiwala (+91 88282 19649) or Ms. Shivangi Varma (+91 98190 99457):

**For Edelweiss Asset Reconstruction Company Limited**

**Sd/-**

**Authorised Officer**

## ANNEXURE I

### A) E-AUCTION BIDDING TERMS AND CONDITIONS :

1. Computerized e-Auction shall be conducted by service provider **E-PROCUREMENT TECHNOLOGIES LTD.** on behalf of **Edelweiss Asset Reconstruction Company Limited/EARC**, on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither EARC nor E-Procurement Technologies Ltd. shall be responsible for these unforeseen circumstances. **In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and be able to participate in the e-Auction successfully. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.**
2. E-Procurement Technologies Ltd. shall arrange to train the bidder(s), without any cost. E-Procurement Technologies Ltd. shall acquaint bidder regarding the bidding process, functions and e-Auction rules. All the bidders required to ensure that compliance regarding receipt of training before start of bid process.
3. **Properties for Bid:** Assignment of debt of Andhra Cements Limited (ACL or Borrower) held by EARC (acting in its capacity as trustee of EARC Trust SC 244 and SC 427) and KVB under Regulations issued by the Reserve Bank of India ("RBI") r/w SARFAESI Act & Rules, 2002.
4. **Type of Auction:** e-Auction.
5. **Bidding Currency & Unit of Measurement:** Bidding will be conducted in Indian Rupees (INR) Only.
6. **Starting (Opening) Price / Bid Increment:** The opening price of the auction and the Bid Increase Amount shall be available to the bidders on their bidding screen.
7. **Bid Price:** The Bidder has to quote the total price.
8. **Procedure of e-Auctioning:**
  - a. **e-Form Submission:** All interested bidders need to fill online form available on e-Auction domain with necessary details for each Lot separately.
  - b. **Online e-Auction:**
    - i. EARC will declare its **Opening Price (OP)**, which shall be visible to the all Bidders during the start of the e-Auction. Please note that the start price of an item in online e-Auction is open to all the participating bidders. Any bidder can start bidding, in the online e-Auction, from the start price itself. Hence, the first online bid that

comes in the system during the online e-Auction shall be higher than the auction's start price by one increment, or higher than the auction's start price by multiples of increment. The second online bid and onwards will have to be higher than the H1 rate by one Bid increment value, or higher than the H1 rate by multiples of the Bid increment value.

- ii. The **“Bid Increase Amount”** has been fixed in respect of the property at INR 1 crore and the bidders will have to increase the bid amount in the multiple of **“Bid Increase Amount”**.
  - iii. If a bidder places a bid in the last 5 minutes of closing of the e-Auction and if that bid gets accepted, then the auction’s duration shall automatically get extended for another 5 minutes, from the time that bid comes in. Please note that the auto-extension shall be for unlimited times and will take place only if a valid bid comes in last 5 minutes of closing. If valid bid is not received, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
9. The highest bid shall be communicated to the Original Bidder. Original Bidder would have the “First right of refusal” *i.e.* it will get an opportunity to match/improve its offer viz-a-viz the highest bid/ highest bidder declared by EARC. The Original Bidder shall have right to match/increase the highest bid within three working days of declaration of highest bid by EARC. In the event, Original Bidder matches the highest bid under the E-auction, in such an event, Original Bidder’s bid will be declared as the successful bid and will be declared as Successful Bidder.
  10. During e-Auction if no bid is received then the assignment of debt of the borrower shall be done to the Original Bidder, at the Reserve Price.
  11. The bid once submitted by you/ bidder, cannot be cancelled / withdrawn and the bidder shall be bound to buy the property at the final bid price. The failure on part of bidder to comply with any of the terms and conditions of the e-auction notice and Tender Document will result in forfeiture of the amount paid by the defaulting bidder.
  12. The bidders will be able to view the following on their screen along with the necessary fields in the E Auction:
    - a. Leading Bid in the Auction (H1 – Highest Rate)
    - b. Bid Placed by bidder
    - c. Opening Price & Minimum Bid Increase Amount.
    - d. The bid rank of bidder in the auction.
  13. The EARC / E-Procurement Technologies Ltd. shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.

14. The bidders are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the e-Auction in **Annexure V**.
15. **Duration of Auction:** The auction of each property is schedule to be conducted on day & time as specified in the E-auction notice published in the newspapers. There will be unlimited extensions of 5 minutes duration each if any valid bid is received in last 5 minutes of the close of auction. The bidders are cautioned not to wait till the last minute or last few seconds to enter their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.
16. **Successful bidder:** At the end of the E-Auction, EARC will evaluate all the bids submitted and will decide upon the successful bidder. The decision of the EARC regarding declaration of successful bidder shall be final and binding on all the Bidders.
17. The EARC shall be at liberty to cancel the e-Auction process / tender at any time before declaring the successful bidder, without assigning any reason. In such an event, the amount paid/deposited by the bidders will be refunded within 7 working days.

#### **B) TERMS AND CONDITIONS OF E-AUCTION UNDER SWISS CHALLENGE METHOD**

1. This Bid Process Document pertains to assignment of debt of the borrower put up for auction sale vide Auction Notice dated 29<sup>th</sup> September, 2021 by way of 'SWISS Challenge Method' under the applicable regulations issued by the RBI and under the provisions of SARFAESI Act.
2. Since the e-auction is being conducted through 'SWISS Challenge Method' based on an existing offer in hand from an 'Original Bidder'; only counter bids are expected with the Original Bidder being given the First Right of Refusal as their bid has already been submitted.
3. No bidding of partial assignment of debt will be accepted.
4. Bid document containing detailed terms and conditions of sale can be obtained from Authorised officer by sending request to [Shivangi.Varma@edelweissfin.com](mailto:Shivangi.Varma@edelweissfin.com) and [Harshit.Changoiwala@edelweissfin.com](mailto:Harshit.Changoiwala@edelweissfin.com) on any working day between 30-September-2021 to 18-October-2021.
5. For Participation in the process:
  - a. Expression of Interest (EOI) shall be submitted in writing by the Party/Parties in a format prescribed in **Annexure II** of this document;
  - b. Non-Disclosure Agreement (NDA) as set out in **Annexure III** hereunder is to be executed on a Non-Judicial Stamp Paper of Rs. 600/- in favour of EARC; *and*
  - c. Submission of EMD on or before 18<sup>th</sup> October 2021, provided at Sr. no. 11 hereinbelow.

- d. Bid document along with declaration (Annexure V) that proposed auction purchaser does not have any kind of relation/dealing with Borrower (draft attached to Bid document)], copies of PAN CARD, Board Resolution in case of Company, photo id and address proof are required to be submitted with Authorised Officer at [Shivangi.Varma@edelweissfin.com](mailto:Shivangi.Varma@edelweissfin.com) and [Harshit.Changoiwala@edelweissfin.com](mailto:Harshit.Changoiwala@edelweissfin.com) in a PDF file on or before 18<sup>th</sup> October, 2021. Once Bid document is submitted by the Bidder, the same cannot be withdrawn.
6. Interested Eligible Parties on submission of the duly executed EOI and NDA will be provided with the access to Virtual Data Room (“VDR”) for conducting their due diligence. The access to VDR will be provided within 24 hours upon receipt and verification of duly executed EOI, NDA.
7. The interested eligible Parties as per RBI regulations, who have submitted EOI, NDA, and remittance of EMD and the necessary documents in the manner provided hereinbelow, will be considered as and may be referred to as the “Eligible Bidder(s)”.
8. The Assignment of debt mentioned shall be done by the undersigned by way of Electronic Public Auction on 20<sup>th</sup> October, 2021 at 3:00 PM to 4:00 PM with unlimited extension of 5 Minutes Each through e-Auction Agency M/s e-Procurement Technologies Limited (AuctionTiger) at their website/portal <https://edelweissarc.auctiontiger.net> with auto extension clause, i.e. the end time of e-Auction will be extended by 5 minutes each time if bid is made before close of e-Auction. Only Eligible Bidders shall be allowed to log in & participate in the e-auction.
9. Eligible Bidder(s) may submit their bid either alone or in consortium with investor.
10. The Eligible Bidder(s) shall conduct their own due diligence, investigation, analysis and independent verification at their own costs.
11. The EMD can be remitted by way of Electronic Fund Transfer (RTGS/NEFT) in the below bank account or before 18<sup>th</sup> October 2021.

Name of Trust	Bank Name	Account No	IFSC Code	Branch
Edelweiss Asset Reconstruction Company Limited	IDBI Bank Ltd	0004103000054719	IBKL0000004	Nariman point

12. The Assignment of debt is on Swiss Challenge Method and will be on “as is where is”, “as is what is” and “without recourse” basis. In the event of non-realisation of amount from ACL, EARC will not be liable to refund anything in part or full.
13. The timeline under the ‘SWISS Challenge Method’ is as below:

Sr. No.	Particular	Date
1.	Last date for Submission of EOI, NDA	18-Oct-21

2.	VDR opening date for Eligible Bidder(s)	30-Sep-21
3.	VDR closing date	18-Oct-21
4.	Last date of submission of Bid Document along with Earnest Money Deposit (EMD) with duly executed Annexures	18-Oct-21
5.	Date of E-auction	20-Oct-21
6.	Declaration of Highest Bidder	20-Oct-21
7.	Communication from Original Bidder for matching the bid price offered by Highest Bidder	25-Oct-21
8.	Declaration of Successful Bidder	26-Oct-21
9.	Remittance of the bid consideration and Execution of Assignment Agreement * *The timeline shall be subject to Sole Discretion of EARC without any reason specified.	on or before 06-Dec-21

14. The Eligible Bidder(s) may participate in the e-auction from their own office/place of their choice. Internet connectivity shall have to be arranged by each of the Eligible Bidder(s) himself/itself. The Authorised officer and/or the service provider shall not be held responsible for the internet connectivity problems, network problems, system crash down, power failure etc. For details, help, procedure and online training on e-auction, prospective bidders may contact M/s e-Procurement Technologies Limited (Auction Tiger); Contact Number: +91 079068136803 Toll Free number: 1800 103 5342; Mobile Number: +91 8000023297 email id: [ramprasad@auctiontiger.net](mailto:ramprasad@auctiontiger.net) / [support@auctiontiger.net](mailto:support@auctiontiger.net)
15. The Eligible Bidder(s) will be required to submit the bid above the reserve price in the prescribed manner as mentioned in Annexure IV along with the documents/requirements mentioned at sr. no. 5 (For Participation in the process) above. In case the Eligible Bidder(s) fails to submit the bid online, will not be allowed to participate in the e-auction, even after payment of EMD amount
16. Bid/s below Reserve Price shall be rejected without any further chance to improve the same. Sale shall not take place below the reserve price.
17. The interested Eligible Bidder(s) may submit their unconditional, unqualified and irrevocable bids that are binding in all respects. Once the bid is submitted the same cannot be withdrawn.
18. The highest bid shall be communicated to the Original Bidder. Original Bidder would have the "First right of refusal" i.e. it will get an opportunity to either match the highest Bid/highest bidder or improve its offer viz-a-viz the highest bid/ highest bidder declared by EARC. The Original Bidder shall have right to match/increase the highest bid within a period of three working days of declaration of Highest Bidder by EARC. In the event, Original Bidder matches the highest bid/highest bidder under the E-auction, in such an event, Original Bidder's bid will be declared as the successful bid and will be declared as Successful Bidder.

19. On declaration of the Successful Bidder, the Successful Bidder has to deposit 100% of the Bid Amount by 6:00 PM on or before 06<sup>th</sup> December, 2021. Refer pt. 11 for remittance details.
20. The time for payment of sale consideration can be extended further at the sole discretion of EARC at the request of Successful Bidder. Successful Bidder cannot construe it as matter of right in each & every case. It is advised to complete the payment as per the aforesaid term No. 19. All the decisions of Authorised Officer in respect of extension shall be binding upon the Successful Bidder. In case of failure to deposit the balance amount within the prescribed period, the EMD/amount deposited till such timeline/s shall stand forfeited and no claim shall be entertained against EARC in respect thereof. In the event, EARC does not receive the amount on or before the time provided, EARC has the right to declare the bid void and repeat the process by making the next highest bidder the Successful Bidder.
21. Under no circumstances can the Successful Bidder refuse to complete the transaction citing any reasons or defects/objection in the above Account. The Successful Bidder has to complete the transaction related to assignment of debt once declared as Successful Bidder in a time bound manner as notified in the table.
22. If no bid is received then the Assignment of Debt shall be done to the Original Bidder, at the Reserve Price.
23. The EMD deposited by any bidder will not carry any interest. The EMD of unsuccessful bidders shall be refunded within 7 working days from the date of declaration of Successful Bidder.
24. The breakup of consideration will be distributed amongst the EARC and KVB in the ratio of 396:38.6.
25. Cut-off date for the transaction shall be September 24, 2021. Any recovery received prior to the Cut-off date will be appropriated by EARC and KVB against the outstanding dues of ACL.
26. EARC reserves the absolute right and discretion at any time and without giving any reasons thereof, to withdraw the account from sale process or accept or reject and/or adjourn/postpone/cancel or defer the entire sale process till such time definitive documents are executed without prior notice and/or without assigning any reason(s) whatsoever. Further, EARC reserves the right to change/extend the deadlines/timelines outlined herein above and shall suitably communicate such change/extension to the Eligible Bidders. In case all the bids are rejected, EARC shall have the absolute right and discretion to negotiate with any of the bidders or other parties for assignment of debt of ACL. The discretion of EARC in this regard shall be final and binding.
27. The Eligible Bidder being the Successful Bidder shall bear the expenses including but not limited to stamp duty, registration or any other incidental expenses relating to assignment of debt.
28. The information provided regarding the assignment of debt of the borrower are provided in good faith and as available from the records of EARC. The opinion, if any, of EARC and its officials regarding the accuracy, adequacy and sufficiency of data has been formed on the basis of the records based on ordinary prudence and does not

represent an opinion of an expert. EARC does not give any warranty of accuracy or correctness of the information. The Eligible Bidder(s) / are encouraged and urged to conduct their own due diligence, investigation and/or analysis to arrive at decisions regarding the above Account.

29. Eligible Bidder(s) may carry out their own due diligence and independent enquiries before submission of bid including but not limited to Statutory, Contingent Liabilities relating to the Borrower.
30. A Bidder shall be deemed to have full knowledge of the Borrower and the relevant documents etc. whether he/she inspects or visits or not.
31. Acceptance of the offers shall be at the sole discretion of EARC.
32. In case there is a discrepancy between the publications of notice in English and Vernacular Newspaper, then in such a case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.
33. All disputes arising amongst the parties shall be first settled by mutual discussion and in case amicable settlement is not reached, then may be adjudicated according to Indian Laws and the Courts in Mumbai alone shall have jurisdiction to entertain / adjudicate such disputes.
34. In case of any query or any clarification, you may contact the following dealing officer at our end:

Sr. No.	Name of the Official	Contact Details
1	Mr. Harshit Changoiwala	Mobile- +91 88282 19649 Email- <a href="mailto:Harshit.changoiwala@edelweissfin.com">Harshit.changoiwala@edelweissfin.com</a>
2	Ms. Shivangi Varma	Mobile- +91 98190 99457 Email- <a href="mailto:Shivangi.Varma@edelweissfin.com">Shivangi.Varma@edelweissfin.com</a>

35. If any guidelines are changed by RBI during the sale process or before completion of the transaction, the same shall be binding on the Successful Bidder.



**Annexure II – Expression of Interest**  
[On Letter Head of Prospective Bidder]

REF:

Date:

**To,**  
**Ms. Shivangi Varma– Senior Vice President**  
**Edelweiss Asset Reconstruction Company Limited (EARC)**  
1<sup>st</sup> Floor, Edelweiss House,  
Off CST Road, Kalina,  
Mumbai – 400 098

**Sub: E-Auction for assignment of debt of Andhra Cements Limited (ACL) under Swiss Challenge Process.**

We refer to EARC's advertisement published in \_\_\_\_\_ newspaper(s), on EARC's website/e- mail dated \_\_\_ August 2021 relating to e-auction of assignment of debt of ACL held by EARC (Acting in its capacity as trustee of EARC Trust SC 244 and SC 427) and Karur Vysya Bank under Swiss Challenge process.

We hereby confirm our intention to proceed with due diligence in the Virtual Data Room being set up by you.

This is to confirm that:

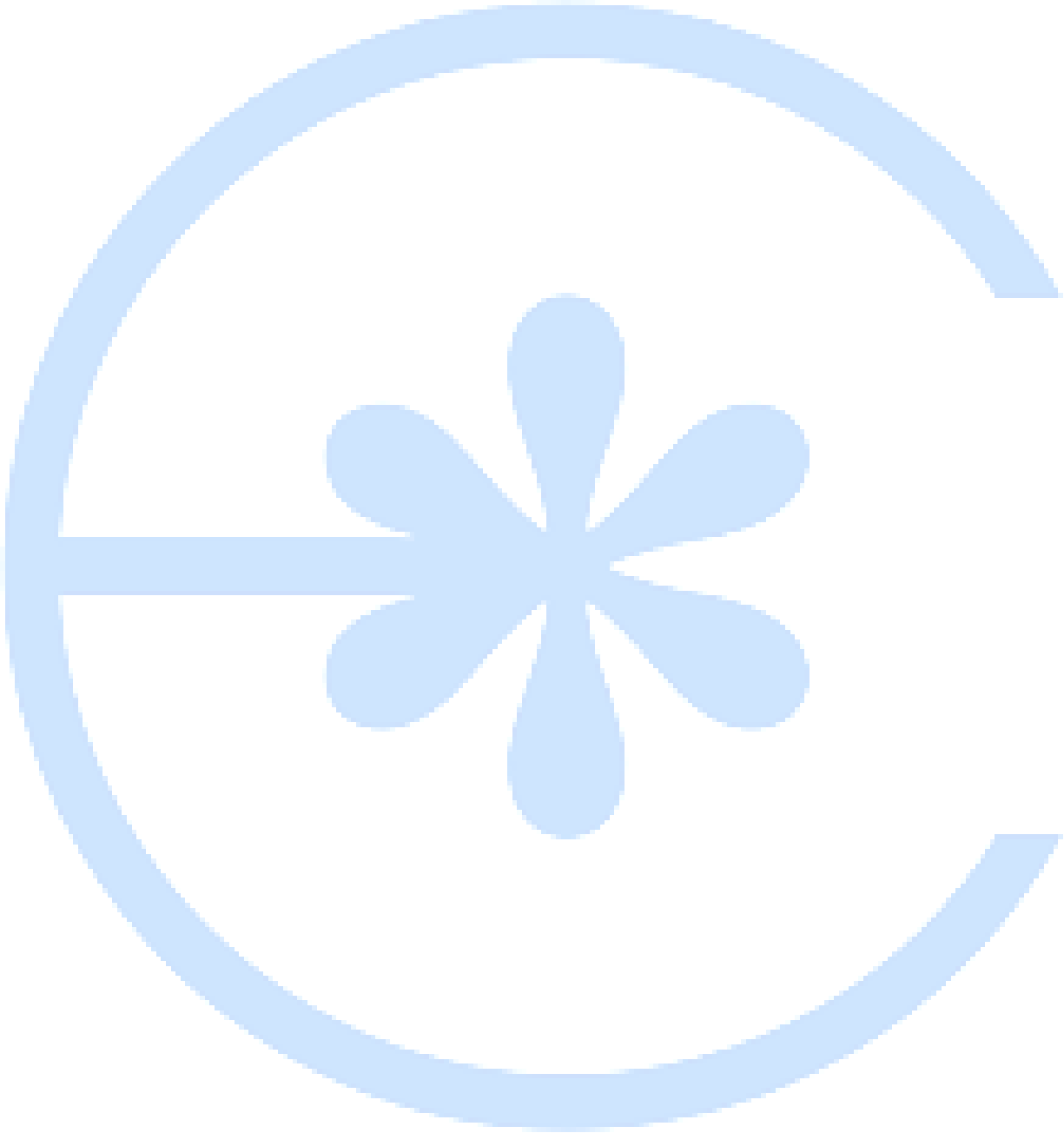
- i. We are eligible and have the capacity to participate in acquisition of NPA under the Reserve Bank of India regulations and in accordance with the applicable laws and regulations of India.
- ii. We have read and understood the Terms and Conditions as set out in Annexure I of the Process Document and by submitting this Expression of Interest we agree to the process and the terms and conditions as set out in the entire Process Document.
- iii. Subject to our findings and pursuant to the due diligence review, we intend to submit a Bid for purchase of the NPA.
- iv. In undertaking this transaction, we have no conflict of interest with EARC and or ACL and are not related, directly or indirectly, to EARC or ACL.
- v. We have executed a Non-Disclosure agreement (NDA) dated \_\_\_\_\_ as prescribed in the Process Document and such original NDA is attached herewith.

For \_\_\_\_\_

[Name of the Authorised Signatory]  
[Designation]

Enclosed:

1. NDA dated \_\_\_\_\_



**Annexure III – Non-Disclosure Agreement**  
**[On Stamp Paper of Rs. 600]**

**This Agreement** is made and entered into at Mumbai, on this \_\_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN**

**Edelweiss Assets Reconstruction Company Limited**, is a company incorporated under the Companies Act, 1956 and registered as an asset reconstruction company pursuant to Section 3 of the SARFAESI (as hereinafter defined), having its registered office at Edelweiss House, Off C.S.T. Road, Kalina, Mumbai – 400 098 (hereinafter referred to as “**Edelweiss**” or “**Disclosing Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**

**AND**  
\_\_\_\_\_, a Company incorporated under the Companies Act, 1956 / 2013 and/or registered as securitization and assets reconstruction company pursuant to section 3 of the SARFAESI Act having its registered Office at \_\_\_\_\_ (hereinafter referred to as “**Receiving Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**;

“**Receiving Party**” and Edelweiss ARC are hereinafter collectively referred to as “the Parties”.

“**Disclosing Party**” means party who disclosed confidential information.

**WHEREAS:**

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves arising out of **Assignment of Debt of Andhra Cements Limited** of Edelweiss (Acting in its capacity as trustee of EARC Trust SC 244 and SC 427) and Karur Vysya Bank. In the course of such discussions and negotiations, it is anticipated that the Disclosing Party may disclose or deliver to the Receiving Party certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Purpose**”).

In respect of the aforesaid, the Parties agree that Edelweiss shall disclose and the Receiving Party and its Representatives shall maintain the confidentiality and not disclose the Confidential Information (hereinafter as defined below) to any other person and only use the Confidential Information for the Purpose stated herein subject to the terms and conditions of this Agreement.

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

- 1) **Confidential Information:** “Confidential Information” means all information disclosed/ furnished by the Disclosing Party to the Receiving Party in relation to the account, in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the

Purpose. Confidential Information shall include information received from others that Disclosing Party is obligated to treat as confidential, information including electronic exchange of data, financial data, research, drawings, specifications, know-how, other trade secrets and analyses, labelled as confidential/proprietary by the Disclosing Party or provided by it, in any manner whatsoever to the Receiving Party and its Representatives. It shall also include any copy, abstract, extract, sample, note or module thereof, regardless of form, format, media including without limitation written or oral, market studies, marketing information, brochures, printed matter, rates and rate tables, computer software and programs, database technologies, financial statements, business plans, financial projections and budgets, business plans, operations or systems, financial and trading positions, current or prospective financing sources and any other information made available through a preliminary/confidential information memorandum, documents and materials prepared in connection with the Purpose that is being entered into, however such information is documented and also includes those communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site or place.

The Receiving Party may 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 a source other than the Disclosing Party, or (c) 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. (e) is disclosed pursuant to an order of a court or government agency as so required by such order, provided that the Receiving Party shall, 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) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks, tapes or drives, whether machine or user readable.
- 3) "Affiliates" in relation to a party means, each of its holding companies and subsidiaries and each subsidiary of its holding companies together with any entity that directly or indirectly or through one or more intermediaries, controls, or is controlled by or is under common control with that party.
- 4) "Person" shall mean and include Affiliates, an individual, an association, a firm, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political sub-division, or agency or instrumentality thereof and/or any other legal entity.

5) "Representatives" shall mean and include directors, officers, employees, agent and authorized consultants.

6) **Non-disclosure:**

- a) The Receiving Party acknowledges that the Disclosing Party claims the Confidential Information is special, valuable, unique asset, privileged and confidential and is received under a duty of confidentiality to the Disclosing Party. The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party viz. Representatives who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and have a need to know such Confidential Information in the course of performance of their duties. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non- disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. 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. Further, any breach of non-disclosure obligations by such Representatives or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable there for.
- b) Provided that the Receiving Party may disclose Confidential information required to be disclosed under law, under the order of any court, Tribunal or government, Statutory or Regulatory authorities, or Governmental agency, to the extent as required by such order, provided that the Receiving Party shall, first notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.
- c) The Receiving Party and its Representatives and/or consultants shall notify the Disclosing Party, promptly, upon discovery of any unauthorized use or disclosure of Confidential Information, or about any other breach of this Agreement by the Receiving Party or its Representatives or any third party and will cooperate with the Disclosing Party and its Affiliates and their respective Representatives in every reasonable way to help them regain possession of the Confidential Information and prevent its further unauthorized use. The Receiving Party acknowledges that the Disclosing Party and its Affiliates and their respective Representatives are neither responsible nor liable for any business decisions made by the Receiving Party and its Representatives in reliance upon any Confidential Information disclosed pursuant hereto.
- d) Receiving Party may disclose Confidential Information in accordance with applicable law and regulation or as required or requested to be disclosed by any judicial, governmental, banking, taxation or other regulatory authority

or similar body, provided Receiving Party gives the Disclosing Party reasonable advance notice prior to such disclosure with information such as:

- i) the Disclosure Notice must identify the Person requiring such disclosure;
  - ii) the nature of Confidential Information required to be disclosed;
  - iii) the reasons for disclosure of the relevant Confidential Information; and the time period within which the disclosure is required to be made; and
  - iv) shall comply with any applicable protective order or equivalent.
- e) Unless otherwise mentioned in this Agreement, Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of the Proposed Transaction envisaged hereunder and only as otherwise provided in this Agreement.
- 7) **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
- 8) **Insider Information:** The Parties acknowledge that the Confidential Information may include unpublished price sensitive information (“Insider Information”) relating to the Disclosing Party and/or its Affiliates and, to the extent that it does or may do so, the Receiving Party shall ensure that it and/or its Representatives and/or any third party who has received such Insider Information from the Receiving Party and/ or its Representatives are made aware of the appropriate rules and laws around insider dealing and shall take all reasonable steps to ensure that the relevant laws and regulations prohibiting disclosure of Insider Information which may be in force from time to time are not breached and further shall ensure that neither the Receiving Party nor its Representatives nor any third party who has received such Insider Information from the Receiving Party and/or its Representatives, will trade in securities of the Disclosing Party or its Affiliates when in possession of unpublished price sensitive information.
- 9) **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements therefore or till expiry of a period of twelve months from the date hereof, whichever is earlier. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of any Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return (and in any case within 7 business days) or shall destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof and upon request of the Disclosing Party, certify in writing that the Receiving party has complied with the obligations set forth in this paragraph. The obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in

time except and until such information enters the public domain. The receiving party is obliged to keep the confidential information received by it confidential even after expiry or termination of the agreement.

- 10) **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 in respect of the confidential information under any trademark, patent or copyright or application for the same which are now or thereafter may be obtained by such party shall pass to receiving party. 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. The Receiving Party and its Representatives will not reverse engineer, decompile or disassemble any Confidential Information when disclosed to Receiving Party and its Representatives. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
- 11) **Non- Circumvention:** In addition to the above and notwithstanding anything contrary contained in this Agreement, the Receiving Party agrees that from the date of signing this Agreement, the Receiving Party and its Representatives and Affiliates, jointly or severally will not circumvent the terms of this Agreement in an attempt to gain any benefits or considerations granted to it under this Agreement by taking any actions to directly or indirectly gain the benefits of the Confidential Information, including but not limited to contracting with or contacting directly, any target entities, clients, company, or proposed investor including their Representatives or Affiliates, which the Disclosing Party has identified as having access to as relates to the Proposed Transaction(s) without the express permission in writing of the Disclosing Party.
- 12) **Indemnity:** The Receiving Party agrees to indemnify and hold harmless at all times the Disclosing Party and its Affiliates and their respective Representatives for any claims, damages, losses or liabilities of whatsoever nature or any costs (including fees and expenses of legal counsel and other advisors) arising from:
- a) Any breach of any of the terms and conditions of this Agreement by the Receiving Party and/or its Representatives and/or Affiliates and/or any third party who have received Confidential Information from the Receiving Party and/or its Representatives under this Agreement; *and*
  - b) Any act of willful misconduct or gross negligence by the Receiving Party and/or its Representatives and/or Affiliates and/or any third party who have received Confidential Information from the Receiving Party and/or its Representatives.
- If the Disclosing Party or its Affiliates or their respective Representatives must resort to litigation to enforce any covenant of the Agreement that has a fixed term, then such term shall be extended for a period of time equal to the period during which a breach of such covenant was occurring, beginning on the date such breach occurred or, if later, the last day of the original fixed term of such covenant.

- 13) **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall;
- i) Cease using the Confidential Information,
  - ii) 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
  - iii) Upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
- 14) **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 alone 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, specific performance and/or equitable relief hereunder *inter alia* to compel the Receiving Party and/or its Representatives and/or Affiliates and/or any third party who have received Confidential Information from the Receiving Party to cease and desist from all unauthorized use and disclosure of the Confidential Information. (c) The Parties agree that all remedies available to the Disclosing Party and its Affiliates and their respective Representatives whether provided herein or conferred by law, custom, trade or usage are cumulative and not alternative and may be enforced successively or concurrently.
- 15) **Entire Agreement, Amendment, 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. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party or its Representatives except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties, their successors and assigns. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 16) **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be subjected to the jurisdiction of the Courts / Tribunals situated in Mumbai.
- 17) **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "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.

**IN WITNESS WHEREOF**, the Parties hereto have executed these presents on the day, month and year first hereinabove written.

For and on behalf of

\_\_\_\_\_

Name of Authorised signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

**For and on behalf of  
Edelweiss Asset Reconstruction Company Limited**

Name of Authorised signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

**ANNEXURE IV: BID FORM**

**Bid for Assignment of Debt of Andhra Cements Limited (“ACL”)**

Name and particulars of the Bidder :  
Bidder's Permanent Account Number (PAN) :  
Bid amount : Participating through E-Auction  
Earnest Money Deposit (EMD) for Assignment of Debt:  
Particulars of NEFT/RTGS/Demand Draft : UTR no/ DD no. \_\_\_\_\_  
for EMD : Date of Transaction \_\_\_\_\_  
: Drawee/Remitter's Bank: \_\_\_\_\_

Name and particulars of the person/Company in whose name the assets are to be purchased:

Brief profile of the Bidder / Purchaser:

I/We have read the terms and conditions of the Bid and we accept them unconditionally. We have further perused the relevant paper and carried out my/our own due diligence. In case any information is found to be incorrect, I/We shall not hold EARC Trust SC - 244 and EARC Trust SC - 427 or Edelweiss Asset Reconstruction Company Limited or Karur Vysya Bank (KVB) or any of its authorized officers responsible for the same and shall not have any claim against either of them.

In case our Bid for Assignment of Debt of ACL held by EARC and KVB is accepted, I /We am/are solely responsible for all formalities and legal obligations related to payment of stamp duty, registration of documents and payment of any charges, duties etc. payable as per the laws of the land on assignment of debt. All the necessary taxes and expenses like stamp duty, registration expenses, sales tax, etc. for assignment of debt in my/our name will be paid by me/us.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Signature of the duly authorized official of the Bidder**

**ANNEXURE V**  
**DECLARATION BY THE BIDDER**  
**(On Rs. 200/-Stamp Paper)**

To,  
Edelweiss Asset Reconstruction Company Limited,  
Edelweiss House,  
Off C.S.T. Road, Kalina,  
Mumbai – 400 098.

Date:

I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms & conditions of the Bid Process document and notice and understood them fully and have carried out our own due diligence. I/We, hereby unconditionally agree to conform with and to be bound by the said conditions. I/We further declare that I/We intend to purchase the debt of Andhra Cements Limited (ACL), and that the information revealed by me / us in the Bid Process document is true and correct to the best of my / our belief.

I / We agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the Bid submitted by me / us is liable to be cancelled and Edelweiss Asset Reconstruction Company Limited (EARC) shall be at liberty to annul the offer made to me. In case our Bid for assignment of debt of ACL is accepted by EARC and I / We fail to accept the terms & conditions of the sale or am / are not able to complete the transaction within the specified period for any reason whatsoever and/or fail to fulfill any / all the terms & conditions of the Bid documents and the Earnest Money Deposit and any other monies paid by me/us are liable to be forfeited and that EARC has also a right to proceed against me/us for specific performance of the contract.

I/We also agree that in the eventuality of forfeiture of the amount by Authorised Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.

I/We also understand that the EMD of all offerer/bidders shall be retained by Edelweiss Asset Reconstruction Company Ltd. and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.

I /We am solely responsible for all formalities and legal obligations related to payment of stamp duty, registration of documents, payment of taxes, charges, duties incidental expenses etc. leviable and payable as per the laws of the land for assignment of debt. All the necessary taxes and expenses like stamp duty, registration expenses, sales tax, etc. for assignment of debt in my/our name will be paid by me/us.

**I/We are not a willful defaulter and/or related to the Borrower and/or Guarantors and I/We do not fall under the categories provided under Section 29A of the Insolvency and Bankruptcy Code, 2016 with the Borrower, Guarantor and the Secured Creditor.**

The decision taken by Authorised Officer in all respects shall be binding on me/us.

I also undertake to abide by the additional conditions, if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale

Yours faithfully,

(M/s. ....)

Signature of Bidder

Name of Bidder :

Address Office :

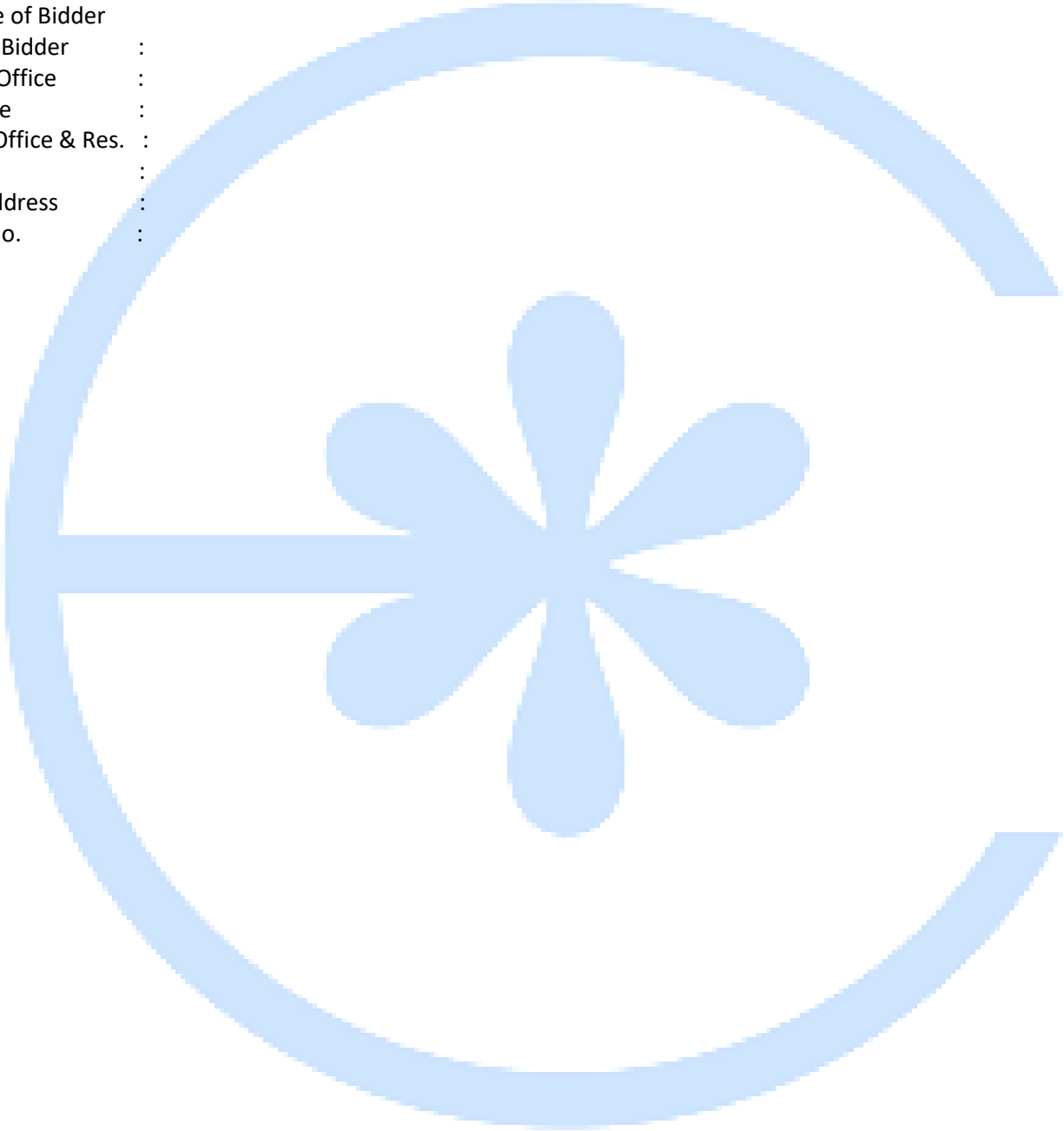
Residence :

Tel. No. Office & Res. :

Fax No. :

E-Mail address :

Mobile No. :



**ANNEXURE VI**

**CONFIRMATION BY BIDDER REGARDING RECEIPT OF TRAINING**

Date :

**TO,  
The Authorised Officer,  
Edelweiss Asset Reconstruction Company Ltd.  
Edelweiss House,  
Off CST Road,  
Kalina, Mumbai-400098**

**Sub : Confirmation regarding training for e-auction process**

**Sir,**

**I/We confirm that:**

- 1. We have read and understood the Terms and Condition governing the e-Auction as mentioned in Annexure I / Sale notice and Bid Document available on the website <https://edelweissarc.auctiontiger.net> and also e-Auction notice published by Edelweiss Asset Reconstruction Company Ltd. in daily newspapers and unconditionally agree to them.**
- 2. Please take note that we are interested in e-auction process for assignment of debt of Andhra Cements Ltd and has already submitted EMD. In furtherance thereto we hereby declare and confirm that as required we have received necessary training in respect of online auction of assignment of debt, from your service provider i.e. e-Procurement Technologies Ltd. (Auction Tiger). We have understood the entire procedure and satisfied with the training.**
- 3. We confirm that EARC and M/S. E-Procurement Technologies. Ltd., shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.**
- 4. We, hereby confirm that we will honour the Bids placed by us during the e-Auction process.**

**Thanking you**

**With regards,**

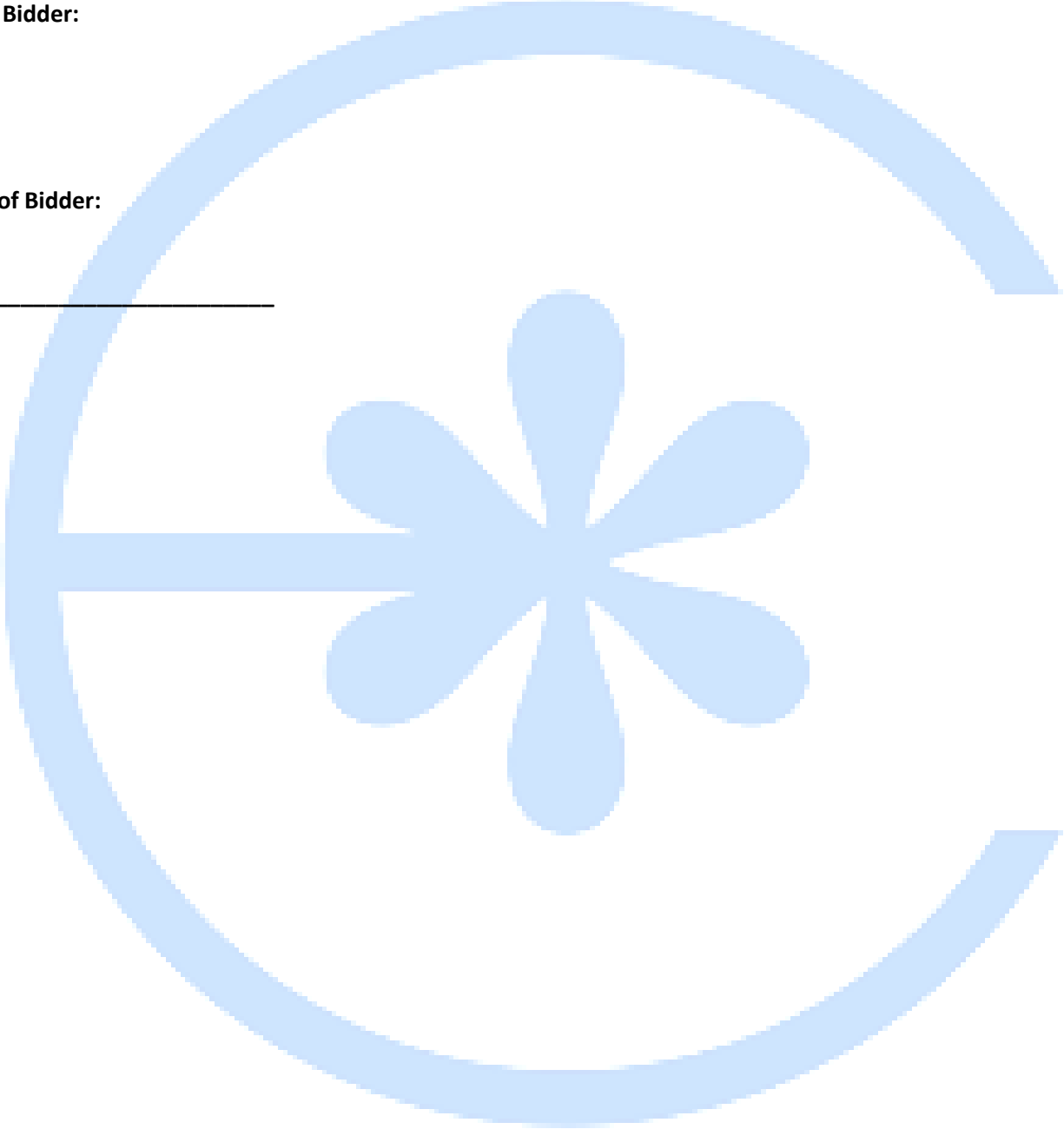
**Signature of the Bidder:**

**Name of Bidder:**

**Date:**

**Address of Bidder:**

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**Annexure VII –  
Format of Assignment Agreement.**

**KINDLY NOTE THAT this assignment agreement is only for reference purposes and shall be finalized depending upon the constitution of the successful bidder and as may be deemed fit by EARC keeping in consideration stipulated terms of the transaction. Separate Assignment Agreement will be executed by KVB.**

Dated \_\_\_\_\_, 20\_\_

**ASSIGNMENT AGREEMENT**

**BETWEEN**

**Edelweiss Asset Reconstruction Company Limited  
(Acting in capacity as Trustee of EARC Trust SC - 244 and EARC Trust SC - 427)  
as Assignor**

**AND**

\_\_\_\_\_ **ARC Limited (Acting in capacity as Trustee of \_\_\_\_\_ Trust SC - \_\_\_\_\_)**  
**as Assignee**

**[Borrower Name**

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT (hereinafter referred to as this "Agreement") made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:**

BETWEEN

**Edelweiss Asset Reconstruction Company Limited**, a company incorporated under the Companies Act, 1956 and registered as an asset reconstruction company pursuant to Section 3 of the SARFAESI (as hereinafter defined), having its registered office at Edelweiss House, Off C.S.T. Road, Kalina, Mumbai – 400098, acting in its capacity as the Trustee of EARC Trust - SC \_\_\_\_\_ (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

\_\_\_\_\_, a \_\_\_\_\_ Company incorporated under the Companies Act 1956 and registered as an asset reconstruction company pursuant to Section 3 of the SARFAESI (as hereinafter defined), having its registered office at \_\_\_\_\_ acting in its capacity as the Trustee of \_\_\_\_\_ Trust – SC \_\_\_\_ (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 an asset reconstruction company, registered as such, pursuant to Section 3 of the SARFAESI, acting in its capacity as the Trustee of \_\_\_\_\_, declared pursuant to the trust deed dated \_\_\_\_\_ executed by the Assignee ("Trust Deed"), for the benefit of the holders of the Security Receipts issued by the Trust thereunder.

(B) The Assignor is also an asset reconstruction company, registered as such, pursuant to Section 3 of the SARFAESI, acting in its capacity as the Trustee of EARC Trust - SC \_\_\_\_\_, declared pursuant to the trust deed dated \_\_\_\_\_ executed by the Assignor ("EARC Trust Deed"), for the benefit of the holders of the Security Receipts issued by the Trust thereunder. The Assignor had acquired the Financial Asset along with underlying security including all rights, title and interest therein, from \_\_\_\_\_ ("Originator"), under the assignment agreement dated \_\_\_\_\_ entered into, between the Originator and the Assignor herein.

(C) The Assignor is desirous of assigning to the Assignee, the Loans along with underlying security including all rights, title and interest therein, for a consideration mentioned in this agreement. Further, the Assignee on the basis of the Due Diligence Exercise is desirous of acquiring/purchasing the Loans along with underlying security including all rights, title



and interest therein, 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 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 Originator 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 Originator 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) 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.

(f) Cut-off Date means \_\_\_\_\_, 2021 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.

(g) 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.

(h) Financing Documents means all the agreements, deeds and/or documents, executed in favour of the Originator and / or entered into between the Originator and any Borrower and/or any third parties, *inter alia* setting out the terms and conditions on which the Originator 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 Originator and any undertakings by any Person, on the basis of which the Originator 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 Originator is also as set out in Schedule 1 annexed hereto.

(i) 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 Originator, 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 Originator 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 Originator or 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 Originator and/or Assignor and acknowledged/ accounted by the Originator and/or Assignor shall not be included as part of Loans.

(j) 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.

(k) Purchase Consideration means an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being the aggregate purchase consideration for the Loans.

(l) SARFAESI means the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, and includes any rules, regulations, directions or guidelines issued thereunder from time to time, as the same may be amended, substituted or re-enacted from time to time.

(m) 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.

(n) 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 Originator and/or Assignor, the Assignee or any other Person, such term shall refer to a Transaction Document that the Originator and/or Assignor, the Assignee or such other Person, as the case may be, has furnished, or is party to.

(o) 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 – SC \_\_\_\_\_, 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 therefrom 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 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. \_\_\_\_\_ of the Assignor.

2.1.4 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 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 authorised agent.

2.2.2 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.

2.2.3 The Assignor hereby undertakes that it shall, if so required by the Assignee notify any or all the Borrowers, Guarantors and security providers 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.

## 2.3 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 authorisations 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 authorised 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 an asset reconstruction company duly organised, 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 and previous assignment agreement with Originator and to take any action and execute any documents required by the terms hereof and thereof respectively and that this Agreement and previous assignment agreement with Originator entered into/to be entered into, as the case may be, have been duly authorised 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 authorisation, 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 and previous assignment agreement with Originator on behalf of the Assignor, have been duly empowered and authorised 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 basis the confirmation by the Originator, 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 previous assignment agreement 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 regularised by such Borrower subsequent to the grant of such relief; and
  - (ii) those that have been disclosed in Schedule 2 (B);
- (j) to the best of knowledge, information and belief of the Assignor, each of the Loans has been provided by the Originator in the ordinary course of its business and 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 (C);
- (m) to the best of the knowledge and information of the Assignor, no proceedings for winding up 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, , have been filed by any Person, other than as disclosed by the Assignor to the Assignee, in Schedule 2 (D).

(n) to the best of knowledge, information and belief of the Assignor 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 authorised, 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);

(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 realise 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 realisation Loan, such misrepresentation shall be rectified by the Assignor forthwith and in no event later than sixty (60) 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 To the best of the knowledge, information 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.

4.4 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 an asset reconstruction company, duly organized, validly existing and in good standing under the laws of India, has obtained a certificate of registration as an 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 authorised 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 authorised 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 fulfilment 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 judgement, 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 in its power available in law 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 Originator 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 reasonably 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, at actuals, 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. 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, and liabilities of the Assignor, if any under the Financing Documents shall be the sole responsibility of the Assignor.

8. EFFECTIVE DATE OF AGREEMENT

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

9. MISCELLANEOUS

9.1 Notices

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

To: Assignor

Address: Edelweiss Asset Reconstruction Company Limited  
Edelweiss House,  
Off. C.S.T. Road, Kalina,  
Mumbai - 400098

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

To: Assignee

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

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 email 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.

## 9.2 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.

## 9.3 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 authorised 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.

## 9.4 Amendment

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

## 9.5 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.

## 9.6 Governing Law

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

## 9.7 Arbitration

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

9.7.2. 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.

9.7.3. The place of arbitration shall be exclusively Mumbai and the language of arbitration shall be English.

9.7.4. 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, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.

9.8 Supremacy

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

9.9 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.

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

Signed and delivered by Edelweiss Asset Reconstruction Company Limited, the within named ASSIGNOR by its authorized representative

By:

Name:

Title:

Signed and delivered by \_\_\_\_\_, the within named ASSIGNEE by its authorized representative

By:

Name:

Title:

## SCHEDULE 1

(See clauses 1.1 (i) & 10.11)

Being the details of the Financing Documents

1	Details	Specified
2	Name/ Details of the Borrower	
3	Details of the guarantor/ co-borrower	
4	A/c No as per Assignor's records	
5	Facility wise Principal outstanding as on Cut-Off date	
6	Facility Wise Outstanding amount (Principal outstanding + interest) as on Cut-Off date	
7	Nature of credit facility	
8	Details of Facility Wise Loan Documents	
9	Details of pending litigations	
10	Nature of Security.	
11	Details of Secured assets.	
12	Details of Security Documents	
13	Details of third party litigations as per the knowledge of the Assignor	
14	Details Future Third-party Receipts	
15	Party entitled for Future Third-party Receipts	
16	CERSAI Details	

17	Remarks, if any	
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17 Remarks, if any

SCHEDULE 2

(See clauses 4.1 (g), (j),(m),(n) (q)& (r))

(A) Details of Loans/Borrowers wherein set-off has been exercised (See Clause 4.1 (g) of the Agreement)

(B) Details of Loans/ Borrowers wherein any reschedule or any other relief are granted  
(See Clause 4.1 (j)(ii) of the Agreement).

(C) Details of Loans/ Borrowers wherein any Security Interest, pledge, guarantee, etc., are already released. (See Clause 4.1 (m) of the Agreement).

(D) Details of Loans/ Borrowers wherein any proceedings for winding up, bankruptcy or liquidation or restraint or attachment of any properties of any 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 are pending (See Clause 4.1 (n) of the Agreement).

(E) Details of Loans/ Borrowers wherein any suits have been filed, or other proceedings initiated by the Assignor against the Borrower before any court, tribunal, Statutory Authority or regulatory body (See Clause 4.1 (q) of the Agreement).

(F) Details of Loans/ Borrowers wherein any 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 (See Section 4.1 (r) of the Agreement).

**Annexure I**

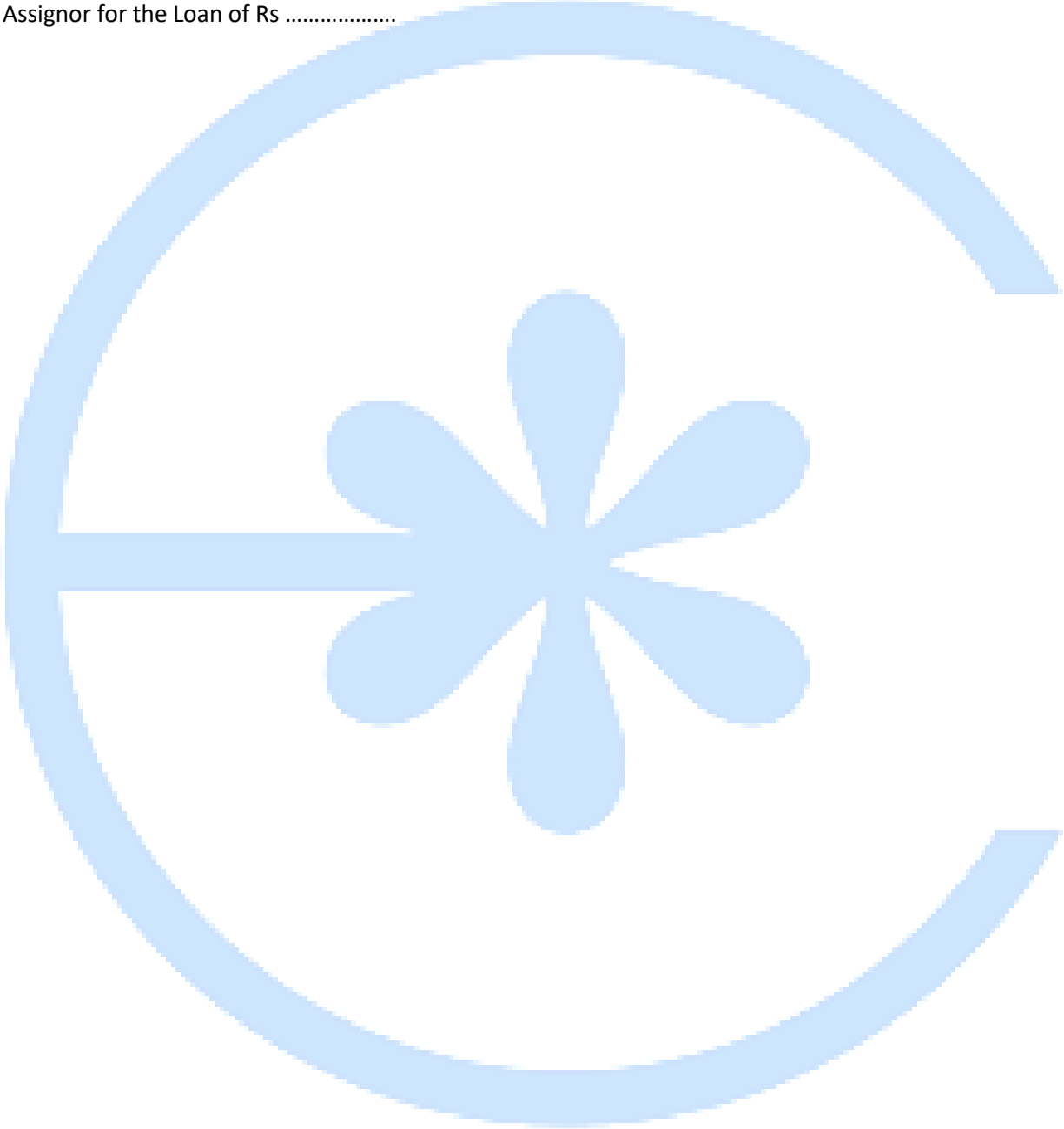
Statement showing details of financial assistance availed by \_\_\_\_\_ from the Assignor:  
(In Rs)

<b>A/C No</b>	<b>Facility Limits</b>	<b>Principal Loan outstanding as on</b>	<b>Interest Loan outstanding as on</b>	<b>Additional Interest as on</b>	<b>Default Interest as on</b>	<b>Total outstanding As on</b>	<b>Interest Rate</b>



**Annexure - II**

Statement showing details of the loan and security documents in respect of financial assistance availed by .....  
from the Assignor for the Loan of Rs .....



**Annexure -III**

Description of Secured Assets

- A. \_\_\_\_\_
- B. \_\_\_\_\_

