

LIC Housing Finance Limited

Web Notice

Transfer of loan exposure by LIC Housing Finance Limited

In terms of LIC Housing Finance Limited (LICHFL) Policy on Transfer of Stressed Loan Exposures, in line with the RBI guidelines on Transfer of Stressed Loan Exposures, we place the following stressed loan exposure for transfer to eligible ARCs & permitted Entities ("Prospective Acquirer") on terms and conditions indicated there against. However please note that transfer will be subject to final approval by the Competent Authority of LICHFL.

Brief Details of Stressed Loan Exposures Showcased on: (19.10.2024)
(E-Auction under Swiss Challenge on: 06.11.2024)

(Rs in crores)						
Sr. No.	Name of stressed Financial Asset	Total Amount Payable (in cr.)	Availability of Personal Guarantee	Terms (Cash/Cash Cum SR Ratio)	Anchor Bid/Base Bid (in cr.)	First Challenger Bid (in cr.)
1	M/s Manav Infrastructure private Limited (Vadodara, Gujarat)	711.20 (sole lending by LICHFL)	Yes	100 % cash basis	250	262.5

** First Challenger Bid is taken after adding markup of ₹12.5 Crore over and above Anchor Bid/Base Bid of 5 % of anchor bid. Subsequent, bids shall be in multiple of 5 % of anchor bid each time.*

1. The Auction for above account is under Swiss Challenge Method based on the existing offer in hand (Original Bid/ Anchor Bid/Base Bid), who will have the right to match the highest bid. The highest bid received, will be treated as First Challenger Bid. The bidder who has submitted Base Bid offer will be invited to match the First Challenger bid. If the Base Bidder either matches the First Challenger Bid or bids higher than the First Challenger Bid, such bid becomes the Successful Bid; else, the First Challenger Bid will be declared as Successful bidder as per Swiss Challenge method guidelines.
2. No bidding for partial amount. Bid will be accepted for the whole amount.
3. The interested eligible Prospective Acquirer (Permitted transferee as per regulatory guidelines) to receive PIM (Preliminary Information Memorandum) forms & conduct due diligence, (subject to completion of all formalities, submission of all valid documents, if not already submitted) in our Virtual Data Room (VDR) for these assets with immediate effect, link and password to VDR shall be shared after submitting Expression of Interest (EOI) (format – annexure 2) and executing Non-Disclosure

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Agreement (NDA) (format – annexure 3) with LICHFL, if not already executed. The interested eligible Prospective Acquirer may also write to co_arc@lichousing.com.

4. Swiss challenge shall be conducted through our E-Auction Service Provider details of same shall be shared separately.
5. Cut-off date denotes the date of publication of Web Notice of Stressed Loans i.e. all realization/ recoveries made up to the cut-off date shall be retained by LICHFL.
6. Please note that any expenses viz. Taxes/Stamp duty etc that may be arising out of the transaction shall be payable by the Prospective Acquirer.
7. The time schedule for completion of the process

Sr. No.	Particulars	Last Date
1	Submission of Expression of interest	23-10-2024
2	Submission of Non-Disclosure Agreement and issuance of Password & Id for VDR (if not already executed)	23-10-2024
4	Allotment of ID & Password for e-auction under Swiss Challenge	04-11-2024
5	Tentative date for e-auction under Swiss challenge	06-11-2024
6	Last date for payment of full bid amount (100% cash basis)	21-11-2024

*The e-bidding timings will be on 06-11-2024 from 12:30 PM to 4:00 PM with unlimited extension of 05 minutes and an incremental amount as per table given below

(Rs in crores)

Sr. No.	Name of stressed Financial Asset	Incremental Bid Amount
1	M/s Manav Infrastructure Private Limited	5% incremental to be calculated on base bid

8. The transfer /sale is “as is where is basis” and “as is what is basis” “without recourse”. LICHFL will not assume any operational, legal or any other type of risks relating to the loan exposure. LICHFL reserves the right to execute the Deed of Assignment as per its format.
9. The bids submitted by Prospective Acquirer should be un-conditional, irrevocable & binding in all respect. Bid cannot be withdrawn once submitted to the LICHFL and successful bidder has to complete the transaction related to Transfer of Stressed Loan Exposure of the account where they are declared successful bidder in the time bound program as notified in the schedule. Conditional and contingent bids are liable to be disqualified by the LICHFL.
10. Under no circumstances successful bidder can refuse to complete the transaction citing any reason or defects/objections in the account. If they do so, the matter will be reported to RBI & the respective association for taking necessary action.

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11. KYC – there will be satisfactory completion of KYC by the seller (LICHFL) on the buyer.
12. Settlement of account will be on 100% Cash basis.
13. LICHFL reserves the right to not proceed as per the proposed transaction or modify any terms & conditions at any stage, without assigning any reason. The decision of LICHFL in this regard shall be final and binding.
14. LICHFL reserves the right to negotiate with successful bidder for improvement in the bid amount as LICHFL may deem fit and seek revised bid.
15. Acquirer shall be under their own obligation to follow all extant guidelines/notification issued by SEBI/RBI/GoI/IBA/other regulators from time to time pertaining to transfer of stressed loan exposure.
16. Prospective Acquirer should not take any direct or indirect link/connections/interest/relationship with promoters/company/guarantors and/or any of their related parties.
17. Prospective Acquirer should not take any consideration directly or indirectly from the promoters/company/guarantors and/or any of their related parties.
18. The proposed acquisition should not be funded and backed by promoters/company/guarantors and/or any of their related parties and bidders shall be deemed to represent and warrant the ultimate transferee of the stressed loan exposure is not the borrower/guarantor or its affiliates. Further the interested eligible Prospective Acquirer shall furnish the stamped undertaking along with EOI under section 29A of IBC (format – annexure 4).
19. The successful bidder will be intimated by LICHFL after conducting e-Auction under Swiss Challenge. After approval/confirmation of transfer by the Competent Authority of LICHFL, the same shall be intimated to the successful bidder. By next working day from the receipt of final confirmation the successful bidder shall have to deposit 25% of the transfer consideration with LICHFL and remaining amount within 15 days thereafter. LICHFL reserves the right to forfeit the amount paid by the bidder if he fails to make the payment as advised by LICHFL or extend time to make payment as it deems fit or cancel the auction.
20. The successful bidder shall contact the LICHFL, Corporate Office, Mumbai regarding the execution of the Deed of Assignment and completion of other legal formalities. The successful bidder shall arrange to take the security documents from third party custodian at a mutually convenient date and time including modification of charge in ROC, within 45 days from the date of execution of the Assignment Deed. Post this LICHFL will assume no responsibility in the matter.
21. Any extension in timelines/modifications in the content of this web notice will not necessarily be carried out through another newspaper/media advertisement but may be directly notified on website of LICHFL and interested bidders should regularly visit the LICHFL's website to keep themselves updated regarding clarifications, modifications, amendments or extensions.
22. Detailed eligibility criteria, rules of evaluation of EOI, Documents to be submitted with EOI and Data Room Rules are annexed below.

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23. The information provided regarding the NPA accounts at the respective branches is provided in good faith and as available in the records of the LICHFL. The opinion if any of the LICHFL and its officials regarding the accuracy, adequacy and sufficiency of the data has been formed on the basis of records as a person of ordinary prudence and does not represent an opinion of an expert. LICHFL does not give any warranty of accuracy or correctness of the information. The bidders are urged to conduct their own due diligence, investigation and analysis to arrive at their decision regarding the above.
24. If any guidelines are changed by RBI during the transfer of Stress Loan Exposure process or before completion of transaction. The same will be binding on the successful bidder.
25. If any dispute arises between the parties in relation to the present transfer of Stress Loan Exposure process, it should be settled by mutual decision and in case amicable settlement is not reached, it will be subjected to the jurisdiction of the court situated in Mumbai.

For LIC Housing Finance Limited

General Manager (Recovery)

Date: 19.10.2024

Eligibility Criteria

The eligibility criteria for prospective bidders, as approved by LICHFL, is as follows:

- (i) Persons eligible as per the Transfer of Loan Exposure Directions are permitted to participate in the Bid Process as prospective bidders. The prospective bidders that are eligible as per the Transfer of Loan Exposure Directions include scheduled commercial banks, all India financial institutions (NABARD, NHB, EXIM Bank, and SIDBI), small finance banks, all non-banking finance companies (“NBFC”) including housing finance companies (“HFC”) and asset reconstruction companies (“ARC”).
- (ii) The prospective bidders shall be duly registered under applicable laws and eligible for purchase of the Assets.
- (iii) In case the prospective bidder is an NBFC, it should be eligible for assignment of Assets with a valid RBI license.
- (iv) The prospective bidder shall not be disqualified in terms of Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as on the date of submission of the EOI, the date of submission of the Offer and the date of implementing the Offer.

Disqualification Criteria

Without prejudice, a prospective bidder may be disqualified and its EOI and/or Offer may be excluded from further consideration for non-compliance with the terms hereof or for any of the reasons (including without limitation) listed below. The disqualification criteria shall include:

- 1. Ineligibility in terms of Section 29A of the Code;
- 2. Material misrepresentation or inconsistencies in the EOI and/or Offer or failure to provide complete information required to be provided in accordance with the terms of this detailed invitation or the process memorandum;
- 3. LICHFL or any of their advisors are of the view that the prospective bidder has not satisfied the approved eligibility criteria. Without prejudice to the generality of the above, the criteria may include, among others, the track record (financial, operational strength, turnaround experience or otherwise) of the prospective bidder, its financial strength, etc;
- 4. EOI or its supporting documents have not been executed by the representative/signatory of the prospective bidder and/or is not stamped in the manner indicated in this invitation;
- 5. The terms set out in this detailed invitation are not satisfied, either in relation to the prospective bidder (including a consortium), or the EOI, or in relation to the submission of any documents with the EOI;

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6. The EOI is not received by LICHFL on or prior to the Due Date (*as defined below*) including such extended period as may be permitted by LICHFL; and
7. Any information regarding the prospective bidder which becomes known to LICHFL, and is detrimental to the proposed transaction.

Evaluation of the EOI and the EOI Supporting Documents

Upon submission of EOI along with the EOI Supporting Documents, LICHFL and/or Process Advisor shall evaluate the EOI and EOI Supporting Documents submitted by the prospective bidder to ensure that the EOI and EOI Supporting Documents are submitted to the satisfaction of LICHFL. LICHFL shall issue letters of confirmation to such prospective bidders, who have submitted all the necessary documents as set out in this detailed invitation. All such prospective bidders who receive letters of confirmation shall be provided access to the Data Room and the process memorandum. After grant of access to Data Room, LICHFL/Process Advisor retains the right to evaluate the eligibility of the bidder under Section 29A of the Code to the satisfaction of LICHFL, to be verified independently by LICHFL or by a third party appointed by LICHFL for this purpose, at any point in time prior to the consummation of the sale of the Assets.

The bidders shall be provided access to the virtual data room established and maintained by LICHFL ("**Data Room**") for the purpose of carrying out an independent due diligence exercise.

The bidders shall be provided with access to the Data Room until the Bid Submission Due Date, subject to the terms and conditions stated in the process memorandum which shall be uploaded in the Data Room. The bidders shall accept the terms and conditions in relation to the terms of use of the information, facilities and documents, including any Confidential Information, provided in the Data Room and described under **Schedule II** (*Data Room Rules*) ("**Data Room Rules**").

By having access to the Data Room, the prospective bidders shall be deemed to have full knowledge of the Assets, relevant documents, information, etc. as contained in the Data Room and are expected to undertake its own independent due diligence on the Debt/ Assets and satisfy itself of the matters contained therein for participation in the Bid Process.

LICHFL reserve the right to cancel, amend, extend or modify the invitation without assigning any reason and without incurring any liability of whatsoever nature. Any amendment, extension or modification shall be posted on the website of LICHFL, [<https://www.lichousing.com>]. The prospective bidders are requested to regularly visit the website for updates.

LICHFL reserves the right to withdraw the detailed invitation for EOI and also reserve the right to disqualify any prospective bidder, should it be so necessary at any stage.

No oral conversations or agreements with LICHFL or any official, agent, advisor, or employee of LICHFL, shall affect or modify any

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terms of this detailed invitation for EOI.

Neither any prospective bidder nor any of representatives of such prospective bidder shall have any claims whatsoever against LICHFL or any official, agent, advisor, or employee of LICHFL or any of their directors, officials, advisors agents or employees arising out of or relating to this detailed invitation for EOI.

All prospective bidders must read, understand, and comply with all requirements under the Transfer of Loan Exposure Directions, to the extent applicable, or any other applicable regulations that are in force now or that may come into force subsequently, for EOI and Offers/Bids and all matters thereunder in relation to this detailed invitation.

By submitting an EOI and/or Offer, each prospective bidder shall be deemed to acknowledge that it has carefully read the entire detailed invitation for EOI and has fully informed itself as to all existing conditions and limitations.

For any clarification, please contact - co_arc@lichousing.com.

SCHEDULE I

DOCUMENTS TO BE SUBMITTED ALONG WITH EOI

1. Certified true copies of Certificate of Incorporation/ Registration and Constitutional Documents (memorandum of association and articles of association). Certified true copy of PAN card or equivalent documents. Any other document for KYC purpose as may be requested for by LICHFL.
2. **Date of Establishment:**
3. **Prospective Bidder Profile:**
 - (a) Profile of bidder.
 - (b) RBI registration certificate/other Regulatory Authorities Certificate as applicable.
 - (c) Financial Profile of the Bidder (Annual Report/Audited Financial Statement for last 3 years, Assets Under Management).
4. Board resolution/power of attorney in favour of the authorised representative of the prospective bidder for executing all the necessary documents set out in the Detailed Invitation.
5. Certified true copy of the PAN Card/Aadhar Card of the authorised representative of the prospective bidder. Any other document for KYC purpose as may be requested for by LICHFL.
6. Duly stamped and executed confidentiality cum non-disclosure agreement in the format as provided in **Annexure 3** (*Format of Confidentiality cum Non-Disclosure Agreement*) of the detailed invitation.
7. Duly stamped and executed undertaking pertaining to the compliance of Section 29A of the Insolvency and Bankruptcy Code, 2016 in the format as provided in **Annexure 4** (*Format of Undertaking by Bidder*) of the Detailed Invitation.
8. Evidence of transfer of Bid Process Participation Fees to the account of LICHFL as set out in the detailed invitation.
9. Any other document as may be requested by LICHFL.

SCHEDULE II
DATA ROOM RULES

The rules set forth below regulate the terms of use of the information, facilities and documents available in the Data Room.

1. Confidentiality

- (a) Access to, and review of, the information and documents contained in the Data Room or received in the course of the due diligence process shall be treated as Confidential Information and is entirely subject to the confidentiality cum non-disclosure agreement in the format as provided in **Annexure 3** (*Format of Confidentiality cum Non-Disclosure Agreement*) of the Detailed Invitation ("**Confidentiality Agreement**") which shall have been furnished by the bidder in favour of LICHFL.
- (b) The bidder and their respective advisors shall be bound by the terms of the Confidentiality Agreement and will be required to confirm their acceptance to the same prior to accessing the Data Room.

2. Time Frame

- (a) The bidder will be permitted to carry out legal due diligence on the Debt including the financing documents and security documents until the Bid Submission Due Date, or such other time as may be determined by LICHFL and notified to the prospective bidder.
- (b) No more than 15 (fifteen) representatives of each bidder whose details have been provided by the bidder to LICHFL, shall be provided with a login ID and password for access to the Data Room.

3. Location and Access Rights

- (a) The IP address along with the login ID and password for accessing the Data Room shall be provided to the bidder as set out in sub-clause 2(b) (*Time frame*) above upon submission of the Confidentiality Agreement and shall be subject to the terms of this detailed invitation and process memorandum.
- (b) The details of the individuals (including name, email ID and contact number) authorized on behalf of the bidder to access the Data Room shall be provided by the respective bidder to LICHFL.
- (c) Without prejudice to the right granted by LICHFL to the bidder to download the documents contained in the Data Room or as obtained during the due diligence process, such documents shall not be copied or reproduced without the prior written permission of LICHFL.
- (d) The bidder shall surrender and return to LICHFL, all Confidential Information in the manner set out in the process memorandum.

4. Data Room Coordinator

- (a) There will be a Data Room in-charge (“**Coordinator**”) whose name and contact details shall be shared with bidder along with sharing of login ID and password.
- (b) The Coordinator shall be responsible for supervising Data Room access and is not authorized to provide any material answers or explanations regarding the contents of the documents contained in the Data Room and all technical queries relating to the Data Room. LICHFL confirm that the name and contact details of any new Coordinator of LICHFL will be shared with the bidder as soon as practicable but in any case, within 1 (one) day of the appointment of the new Coordinator.

5. No Commitment

- (a) Any written or oral information or representation supplied or made in connection with the use of the Data Room, or any investigation or negotiations shall not be considered as constituting any invitation for the sale of any securities or assets and shall not be considered as forming the basis of any future contract/agreement to be entered into with LICHFL.

6. No Representation or Warranty

- (a) Except as otherwise mentioned in the detailed invitation or process memorandum, no representation or warranty, expressed or implied, is made as to the accuracy or completeness of the information disclosed or to be disclosed in the Data Room or in any other written or oral communication transmitted or made available by the LICHFL;
- (b) Nothing contained in the Data Room is, or shall be relied upon as, a promise or representation, whether as to the past, current or future performance of the Assets; and
- (c) LICHFL reserves the right to modify or amend the present procedure and timelines with respect to the use of the Data Room and the contents thereof, at any time and at the sole discretion of LICHFL.

7. Clarification

- (a) It is hereby clarified that LICHFL shall not have any liability whatsoever towards the prospective bidder, relating to or resulting from the use of the information provided in the Data Room or in any of the subsequent clarifications.

8. Modification

- (a) LICHFL reserves the right to modify or amend the present procedures and the timeline at any time at their discretion.

9. Compliance with law

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- (a) The documents and the information set out in the Data Room are confidential in nature and contain unpublished price sensitive information (UPSI) in relation to the Assets. The bidder shall be in compliance with applicable laws, including the rules set out under the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time ("**Insider Trading Regulations**"), in relation to the use of the documents and information set out in the Data Room and waives any right to claim that there was any involvement of LICHFL in the prospective bidder's compliance or lack thereof with the Insider Trading Regulations.

FORMAT OF THE EXPRESSION OF INTEREST

(To be printed on the letterhead of the bidder)

Date: _____

To

LIC HOUSING FINANCE LIMITED

[insert address]

E-mail: [●]

Dear Sir/Madam,

SUB: SALE/ASSIGNMENT OF ASSETS BY LIC HOUSING FINANCE LIMITED

We refer to (i) your advertisement dated [●] 2024 published in [●], in English language and [●], in regional language and as uploaded on the website of [●] on the proposed sale/assignment of the non-performing assets by LIC Housing Finance Limited (“**LICHFL**”) under an e-auction process (“**Advertisement**”) and (ii) Detailed Invitation for Expressions of Interest for the Assets dated [●] 2024 (“**Detailed Invitation**”). In connection with the Advertisement and Detailed Invitation, we, the undersigned bidder hereby offer our expression of interest for acquisition of the entire outstanding Debt along with underlying security (including all rights, interests and benefits in respect of or arising out of all the transaction documents), held by (or created in favour of) LICHFL or any security trustee or agent appointed by LICHFL for the said purpose.

We agree, acknowledge and confirm as follows:

- (i) we are eligible and have the capacity to conclude the purchase of Debt in accordance with Master Direction – Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021 dated 24 September 2021, as amended from time to time and all other applicable laws;
- (ii) we have the financial capacity to undertake the purchase of the Debt, should our offer/bid be accepted;
- (iii) we are not disqualified/ineligible in terms of the provisions of Section 29A of the Insolvency and Bankruptcy Code 2016, as amended from time to time (“**Code**”), from submitting a bid to acquire the Debt;

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- (iv) LICHFL reserves the right to determine, at their sole discretion, if we are eligible for the submission of the offer/bid to acquire the Debt and may reject the EOI submitted by us without assigning any reason and without any liability whatsoever;
- (v) LICHFL reserves the right to request for additional information or clarification from us for the purposes of the EOI and we shall promptly comply with such requirements. Failure to satisfy the queries of LICHFL may lead to rejection of our EOI pursuant to submission;

Along with our EOI, we have also enclosed the EOI Supporting Documents as required under **Schedule I** (*Documents to be submitted along with EOI*) of the Detailed Invitation.

We further undertake that the information furnished by us in this EOI and annexures hereto is true, correct, complete, and accurate.

We understand you would require additional information from us to evaluate whether we are qualified as per the eligibility criteria in order to shortlist us as an eligible bidder for submitting Offer/Bid under the Bid Process. We undertake that we will provide you with all necessary information as may be required by LICHFL.

We would be solely responsible for any errors or omissions in the EOI. We, however, understand that LICHFL reserves the right to decide whether or not to pre-qualify our proposal without assigning any reason whatsoever and without any liability.

We shall indemnify and hold harmless LICHFL and/or Process Advisor from and against all losses, liabilities, claims, charges, actions, damages, fines, penalties, interest and expenses (including without limitation, reasonable attorney's fees and expenses in accordance with any assessment, action, suit or proceedings), in each such case, that are actually incurred or suffered, but excluding, in each such case, any loss of profits, business, goodwill or any indirect or consequential loss or damage of any kind, which may arise against LICHFL and/or Process Advisor, suffered or incurred in respect of, arising out of, or in any way connected with the Advertisement, the Detailed Invitation, the EOI, the Confidentiality Agreement and/or any other document/undertaking executed by us in relation to the Bid Process or arising out of or pursuant to our obligations therein (including on account of breach of such obligations by us).

Details of our contact person/authorized signatory with address, contact no. and email ID.

Name	Designation	Mobile	E-Mail

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Capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the Advertisement and Detailed Invitation.

With regards,

For and on behalf of [●]

[Authorized Signatory]

Encl: As above.

Note:

- a. Board Resolution authorizing submission of EOI to be submitted.*
- b. The person affixing its signature on the EOI and other supporting documents should be an authorised signatory supported by necessary board resolutions/power of attorney.*

FORMAT OF CONFIDENTIALITY CUM NON-DISCLOSURE AGREEMENT

(To be executed on stamp paper)

This agreement made and entered into at Mumbai this ____ day of _____, 202__ (**"Agreement"**) **BETWEEN**

_____, CIN _____, a company incorporated under the Companies Act, 1956/2013 having its office at _____, registered with Reserve Bank of India with Registration Number, (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 **ONE PART**;

AND

LIC Housing Finance Limited CIN: L65922MH1989PLCO52257, a company validly existing in the Companies Act, 2013, having its Registered Office at Bombay Life Building, 2nd Floor, 45/47, Veer Nariman Road, Mumbai - 400 001 (hereinafter referred to as **"LICHFL"** or **"Disclosing Party"** which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.

Receiving Party and the Disclosing Party are hereinafter collectively referred to as **"Parties"** and individually as **"Party"**.

For the purpose of this Agreement.

"Receiving Party" means who receives Confidential Information. **"Disclosing Party"** means party who disclosed Confidential Information.

WHEREAS:

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- A. The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves arising out of or in respect of Transfer of Loan Exposure as per the guidelines of the Reserve Bank of India. In the course of such discussions and negotiations, it is anticipated that LICHFL 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 such party to evaluate the feasibility of such business relationship (hereinafter referred to as “**Purpose**”).
- B. It is the intention of the Parties that such confidential Information disclosed should not be disclosed by the Receiving Party to any Third Parties or to the press or anyone without prior written approval of the Disclosing Party.
- C. For the protection of the Confidential Information, the Parties have decided to enter into this Agreement on the terms and conditions as mentioned hereinafter.
- D. _____ and LICHFL do hereby agree that the recitations contained herein are contractual in nature and essential for the Purpose of this Agreement and not mere recitations of facts and shall form part of the contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, RECITATIONS, AGREEMENTS AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED AND ADMITTED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Confidential Information:

“Confidential Information” shall mean all confidential, proprietary or trade secret information relating to Disclosing Party including without limitation, information regarding the business operations, financial information, customer information, marketing strategies of Disclosing Party and all other proprietary rights, and all other equivalent or similar rights which may subsist anywhere in the world, including any renewals or extensions thereof and any notes, compilations, studies,

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interpretations, presentations, correspondence or other writings made available to the Receiving Party by the Disclosing Party whether in physical or electronic form, whether prior to the execution of this Agreement or after, whether specifically marked as “Confidential” or not and includes any copy, abstract, extract, sample, modules. Provided that any information disclosed/furnished either orally or through any other intangible method, it shall be treated as Confidential Information for the purposes of this Agreement only if such information is documented in a separate writing to the Receiving Party at its address set forth hereinabove, within 3 (three) business days of its disclosure. Provided Further that “Confidential Information” shall not include information or material which the Receiving Party can show:

- a. is now or subsequently becomes legally and publicly available without breach of this Agreement by Receiving Party;
- b. was rightfully in the possession of Receiving Party without any obligation of confidentiality prior to receiving it from Disclosing Party;
- c. was rightfully obtained by Receiving Party from a source other than Disclosing Party without any obligation of confidentiality;
- d. was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence; or
- e. is disclosed pursuant to an order of a court or statutory authority as so required by such order, provided that Receiving Party shall, unless prohibited by law or regulation, promptly & immediately notify Disclosing Party of such order and afford Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Non-disclosure and Limited Use:

- a. The Receiving Party shall not use or disclose in any manner whatsoever any Confidential Information or any materials derived or any results or conclusion therefrom to any other person or entity other than persons in the direct employment

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of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above.

- b. The Receiving Party may disclose Confidential Information to its consultant(s) only if the consultant(s) has executed a Non-Disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than this Agreement. The Receiving Party may disclose confidential information to its employees and consultants on a need-to-know basis. The Receiving Party shall ensure that such employees and consultants are subject to confidentiality obligations no less restrictive than those of this Agreement. The Receiving Party shall take appropriate measures to assure against unauthorized use/disclosure to such Consultant(s)/Employee(s).
- c. The Receiving Party shall be responsible for the safekeeping of all such information, documents, records and items provided to Receiving Party which may come into the Receiving Party's power or possession and shall ensure that they are not misplaced, stolen, misappropriated, modified, deleted, tampered with or destroyed.
- d. Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential information. In no event, however, Receiving Party shall use less than a reasonable degree of care to protect the Confidential Information from unauthorized disclosure. The Receiving Party shall be liable and responsible for any and all unauthorized use and/or copying of the same after it is delivered to or while in the power or possession of the Receiving Party or Receiving Party's personnel.
- e. Receiving Party shall not use any Confidential Information for any purpose except for the Purpose described under this Agreement;
- f. Receiving Party shall not use the Confidential Information provided or learnt for its own benefit either directly or indirectly;
- g. Receiving Party shall not change the nature of the Confidential Information and shall not share such Confidential Information to any third party without prior written consent of Disclosing Party.

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- h. Receiving Party hereby undertake to comply with all applicable laws including but not limited to Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

3. Publications:

Receiving Party shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, and the Confidential Information or other matter of this Agreement, without the prior written approval of the Disclosing Party .

4. Notice of Disclosure:

In the event that Receiving Party is requested or becomes legally compelled to disclose any Confidential Information of Disclosing Party by order of court or statutory authority , it is agreed that Receiving Party will, unless prohibited in law, provide Disclosing Party with prompt & immediate written notice of such request(s) to enable Disclosing Party to seek a protective order to protect and preserve the confidential nature of the Confidential Information. In such event, ReceivingParty further agrees that it will furnish only that portion of the Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information and other information which is beingdisclosed.

5. Representation and warranties of Parties:

- a. Each Party is duly incorporated and registered validly existing under laws applicable to them and authorized to do and carry on its business;

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- b. All corporate authorisations and all other applicable governmental, statutory, regulatory or other consents, licences, authorisations, waivers or exemptions required to empower each Party to enter into and perform its obligations under this Agreement have been obtained.
- c. This Agreement has been duly and validly executed and delivered by both the Parties and constitutes a legal and binding obligation of enforceable against each Party.
- d. Neither the execution nor the delivery of this Agreement shall be in conflict with or be inconsistent with, or result in any breach of any of the terms of any other instrument/arrangement/agreement to which the Receiving Party or Disclosing Party is a party.

6. Term:

- a. This Agreement shall be effective from the date hereof and shall continue until expiration of this Agreement due to cessation of the business relationship between the Parties or until execution of definitive agreement(s) between the Parties regarding the Purpose hereof or otherwise as determined by the Parties to this Agreement.
- b. Upon expiration or termination as contemplated herein, except where termination occurs due to execution of definitive agreement (s) between the Parties regarding the Purpose hereof, the Receiving Party shall immediately cease any or all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules without retaining any copy thereof and a certificate be issued by the Receiving Party stating that the same have been returned and/or destroyed.
- c. 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.
- d. Notwithstanding anything mentioned in this Agreement, the Disclosing Party reserves the right to terminate this Agreement with immediate effect by giving notice to the Receiving Party, if

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- i. Receiving Party commits a material breach of any terms and conditions of this Agreement or any representations and warranties given by the Receiving Party as in this Agreement is found to be incorrect or false.
- ii. Receiving Party commits a breach of any law, or statutory guidelines including guidelines issued by RBI or any other authority or actions/inactions on the part of Receiving Party or his employees, agents, or authorized representative amount to the offence(s) under any provisions of law or expose the Disclosing Party to financial or reputational loss.
- iii. Enter into or is found by the Disclosing Party to be in a situation of conflict of interest which in the reasonable opinion of the Disclosing Party warrants immediate termination of the Agreement.

Notwithstanding the termination of this Agreement, the liability of the Receiving Party towards the disclosing Party, incurred prior to the date of termination of this Agreement, as mentioned above shall survive even post termination of this Agreement. The liability of the Receiving Party shall also survive in cases where the liability is incurred by the Disclosing Party after the termination of this Agreement, but the liability arises out of the act/ omission of the Receiving Party during the term when this Agreement was in force.

7. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain Title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for the same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trade mark, trade mark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and not shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

8. Return of Confidential Information:

Upon written demand of the Disclosing Party, the Receiving Party with immediate effect shall:

- a. cease using the Confidential Information,
- b. return the Confidential Information and all copies, abstracts, extracts, samples, notes or modules held in physical or electronic form thereof to the Disclosing Party or delete/destroy the same as may be directed by the Disclosing Party, within seven (7) days after receipt of the notice, and
- c. upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

9. Remedies:

The Parties agree that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to ascertain. The Parties recognize that their violation of this Agreement could cause the other Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Parties agree that the non-breaching Party shall have the right to apply to any court of competent jurisdiction for injunctive reliefs such as an order restraining any breach or threatened breach of this Agreement and for any other relief that the non-breaching Party deems appropriate. This right shall be in addition to any other remedies at law or in equity that it may have, shall be entitled to equitable relief, injunctive relief, or specific performance or both.

10. Indemnity:

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- a. The Receiving Party shall indemnify and keep fully and effectively indemnified the Disclosing Party against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature which may be caused to or suffered by or made or taken against Disclosing Part (including, without limitation, any claims or proceedings by any customers against Disclosing Party) directly or indirectly arising out of any improper, incorrect or negligent performance, work, service, act or omission by the Receiving Party or any of its Personnel.
- b. The Receiving Party agrees to indemnify and keep indemnified the Disclosing Party against any loss or damage caused to any of the Disclosing Party's information, documents, property, records, or other items while in the Receiving Party's use or possession.
- c. The Receiving Party shall indemnify the Disclosing Party against all the claims, prosecutions, costs, damages, expenses, fees of the counsel / Advocate, loss of whatever nature which may be incurred/suffered by the Disclosing Party on account of any action/inaction on the part of the Receiving Party while performing the functions/ job assigned to the Receiving Party including but not limiting to breach of warranty and representation and also actions/inactions of the Receiving Party.

11. Dispute Resolution

If any dispute arising out of this Agreement remains unresolved for twenty (20) Business Days from the date on which the notice setting out the nature of the dispute is served by one Party on the other, either Party may request a meeting with the other Party within further ten Business Days to resolve the dispute. In the event that the dispute is not resolved within 30 Business Days under this procedure, the Parties shall be free to decide their own course of action.

12. Applicable Law and Jurisdiction

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- a. This Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with Indian laws.
- b. The Parties submit and agree to the exclusive jurisdiction of the Courts at Mumbai in India.

13. Miscellaneous:

- a. The rights and remedies set forth in this Agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive either Parties of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this Agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of another appropriate remedy or remedies.
- b. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.
- c. **Notice:** All notices to be given pursuant to this Agreement will be in writing and addressed to the Parties at their aforesaid address.
- d. **No Waiver:** The failure of either Party to insist upon strict compliance by the other Party of one or more covenants and restrictions contained herein, whether on one or more occasions, shall not be construed as a waiver, nor shall such a course of action deprive any Party of the right thereafter to require strict compliance of the terms hereof. If the Parties hereto waive any of the conditions, terms or provisions contained herein, or any of the duties or obligations of the other Party hereunder, such waiver shall be effective only if in writing and signed by the Party waiving any such item.
- e. **Severability:** (i) if any provision (s) of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void by a court or any other competent authority, the same shall be ineffective only to the extent of such prohibition or unenforceability without affecting the validity or enforceability of the remainder of such provision or the remaining provisions of this Agreement.

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- (ii) If any such invalidity or unenforceability of a provision substantially affects or alters the basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same effect as the original provisions and terms of this Agreement.
- f. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire Agreement and understanding between 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 here under shall be assignable or otherwise transferable.
- g. **Non-Exclusivity:** Nothing in this Agreement shall imply or create any exclusive relationship between the Parties and, unless and until the Parties enter into a written agreement establishing such a relationship, the Parties are free to pursue discussions, negotiations, potential business or financing relationships, agreements and/or contract with any other person(s) subject to confidentiality obligations under this Agreement.
- h. The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder. All Confidential Information is provided “as is”. 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 Disclosing Party constitutes any representation, warranty, assurance, guarantee or inducement by Disclosing Party to the Receiving Party 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.

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IN WITNESS, WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

LICHFL's Authorised Signatory

Receiving Party's Authorised Signatory

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Witness 1):

Witness 2):

FORMAT OF UNDERTAKING BY BIDDER

(To be executed on stamp paper)

THIS UNDERTAKING is made on this _____ day of [●], 2024 at [●]

BY

_____, a company constituted under the law of India and having its registered office situated at [●], India (hereinafter referred to as “**Bidder**” or “**Executant**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors) of the **ONE PART**;

IN FAVOUR OF

LIC HOUSING FINANCE LIMITED (CIN: L65922MH1989PLCO52257), a company validly existing in the Companies Act, 2013, having its Registered Office at Bombay Life Building, 2nd Floor, 45/47, Veer Nariman Road, Mumbai - 400 001 (hereinafter referred to as “**LICHFL**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.

WHEREAS:

- A. Certain companies (“**Companies**”) had availed credit facilities from LICHFL as more particularly set out in Schedule 1 of the Detailed Invitation. Due to the failure of the Companies to repay its debts, LICHFL had classified the account of the Companies as a non-performing asset (“**NPA**”).
- B. LICHFL is now desirous of selling/assigning the outstanding debt along with underlying security Companies pursuant to an e-auction process in accordance with guidelines issued by Reserve Bank of India and other applicable law.
- C. LICHFL, *vide* (i) an advertisement dated [●] 2024 published in [●], in English language and [●], in regional language and as uploaded on the website of [●] (“**Advertisement**”) and (ii) Detailed Invitation for Expressions of Interest for the Assets dated [●] 2024 (“**Detailed Invitation**”), invited Expressions of Interest (“**EOI**”) from all eligible bidders, to acquire the outstanding debt of the Companies along with underlying securities owed to LICHFL in accordance with the Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021 dated 24 September 2021, as amended from time to time and other relevant applicable laws (“**Bid Process**”). One of the terms on which LICHFL has allowed for submission of bids from eligible bidders, is that the eligible bidders shall submit certain undertakings pertaining to the compliance of Section 29A of the Insolvency and Bankruptcy Code, 2016, as amended from time to time (“**Code**”).

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- D. As part of the Bid Process, the Bidder is desirous of acquiring the debt of the Companies and is accordingly, executing this Undertaking in favour of LICHFL on the terms as set out herein.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

1. The Bidder hereby agrees, confirms and undertakes that:
 - (i) the Bidder and any person investing in the Bidder for the purpose of funding the consideration set out in its bid/offer, is not disqualified by section 29A of the Code and rules and regulations framed thereunder from submitting a bid to acquire the debt of the Companies through an open auction process.
 - (ii) The Bidder shall submit the source of funds along with the bid/offer submitted by the Bidder to LICHFL.
2. We hereby state, submit and declare that neither the Bidder nor any other person acting jointly or in concert with us:
 - (a) is an undischarged insolvent;
 - (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
 - (c) at the time of submission of the offer/bid or date of implementation of the bid, has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of submission of the bid;
 - (d) has been convicted for any offence punishable with imprisonment:
 - i. for two years or more under any act specified under the Twelfth Schedule of the Code; or
 - ii. for seven years or more under any law for the time being in force;
 - (e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013);
 - (f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
 - (g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under the Code;

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- (h) has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- (i) is subject to any disability, corresponding to clauses (a) to (h) above, under any law in a jurisdiction outside India; or
- (j) has a connected person not eligible under clauses (a) to (i) above.

A list of all the persons acting jointly or in concert with us and our connected persons and connected persons of the persons acting jointly or in concert with us is enclosed herewith as **Annexure 5** hereto.

We hereby confirm that the aforesaid list of persons enclosed with this undertaking as **Annexure 5** is an exhaustive list in all respects and the names of all the connected persons have been set out thereunder without any omissions or suppressions whatsoever.

Unless a contrary intention appears, the terms used herein shall have the meaning assigned to such terms under the Code.

LIST OF CONNECTED PERSONS

[To be provided by Bidder]

IN WITNESS WHEREOF, the Bidder hereto has executed these presents the day, month and year first hereinabove written.

For and on behalf of (Name of the Bidder)

Name: _____

Title: _____