

**INVITATION FOR  
EXPRESSION OF INTEREST (EoI)  
FOR PARTICIPATION IN BID PROCESS FOR SALE OF EQUITY /  
INVESTMENT PORTFOLIO  
OF  
STRESSED ASSETS STABILISATION FUND**

**Principal Office:** 3<sup>rd</sup> Floor, IDBI Tower, World Trade Centre, Cuffe Parade, Colaba,  
Mumbai - 400 005



## 1. BACKGROUND OF SASF

Stressed Assets Stabilisation Fund (“SASF”) is a trust set up by the Government of India in September 2004, as settlor, in the form of a Special Purpose Vehicle to acquire by transfer, the stressed assets of the erstwhile Industrial Development Bank of India (“IDBI”) and for managing these assets with a view to recovering the amounts due thereunder. The tenure of SASF shall come to an end by March 31, 2025. Considering this, the sale process shall be run within a strict time period, and SASF shall have the sole discretion of modifying the timelines set out herein.

## 2. BRIEF ABOUT BID PROCESS

SASF intends to sell its equity/ preference shares / investment held in 32 companies, which are divided into two lots (each, a “Lot”, and collectively, the “Investment Portfolio”), at the respective Reserve Price mentioned in the table below, to the eligible participants (“Proposed Transaction”). In this regard, SASF hereby invites Expression of Interest (“EoI”) for participation in proposed sale of the Investment Portfolio from the interested parties (“EoI Applicant(s)”) who fulfil the eligibility criteria laid down in Annexure B hereto. This is the detailed version of the invitation for EoI (“IEoI” or “Invitation Document”), which corresponds to the brief particulars published in Business Standard – English and Hindi along with Loksatta (Marathi) on January 15, 2025 (“Advertisement”) and in Business Standard at Chennai, Hyderabad and Ahmedabad on January 16, 2025.

The number of companies in each Lot and reserve price for each Lot is mentioned below:

(Rs. crore)

Category	No. of Companies	Reserve Price
Lot 1	31	3.57
Lot 2	1	9.48

The eligible applicants shall be entitled to bid for one or more Lots, jointly or severally by submitting separate bid for each Lot. However, upon receipt of binding bids, SASF shall have the right and discretion to consider and evaluate bids on the basis of value proposed for each Lot individually or on an aggregate basis, and it may further choose/opt to run a challenge process for the purposes of value maximisation. The bids shall be on an upfront cash basis from interested parties who fulfil/meet the eligibility criteria as stipulated by SASF. Detailed

terms for submission of the bids will be set out in Process Document (*as defined below*) which will be issued to the Prospective Bidders (*as defined below*).

For the purposes of submission of EoI, any reference to the term Investment Portfolio in this IEOI shall also mean to include individual Lot, as the context may require. A detailed list of the companies and the number of shares in each Lot is mentioned in **Annexure ‘G’**

SASF has appointed Ernst & Young LLP (herein referred to as “**Advisor**” or “**EY**”) as the process advisor for assisting with the proposed sale of the Investment Portfolio. The single point of contact person from Ernst & Young LLP in this regard is Mr. Sarang Deshpande (email id: [projectrise@in.ey.com](mailto:projectrise@in.ey.com), contact number: +91 9930383193).

## INDICATIVE PROCESS

The Proposed Transaction in respect of the sale of Investment Portfolio shall be undertaken in two stages, as described below:

### Stage I: EoI Submission and shortlisting of Prospective Bidders

- EoI Applicants to submit the EoI Documents (*as defined hereinafter*) as detailed in this Invitation Document not later than the Due Date (*as defined hereinafter*). Please note that an EoI Applicant will only be allowed to submit bid for the Lots for which they have submitted the EoI and the corresponding Earnest Money (*as defined below*).
- Shortlisting of eligible EoI Applicants based on the Eligibility Criteria (*as specified in Annexure B*) and other applicable requirements (“**Prospective Bidder(s)**”).

### Stage II: Due Diligence followed by submission of bids by Prospective Bidders

- Virtual Data Room (“**VDR**”) access will be provided to the Prospective Bidders for undertaking due diligence of the Investment Portfolio. The VDR would *inter alia* contain the following:
  - (a) A process document (“**Process Document**”) outlining the mode and manner for submission of the bids;
  - (b) An information memorandum containing relevant details in relation to the Investment Portfolio;
  - (c) Other relevant information related to SASF and the Investment Portfolio.
- Submission of bids by Prospective Bidders in accordance with the provisions of the Process Document.

## 3. SUBMISSION OF EoI

- 3.1. EoI Applicants will be selected basis the eligibility criteria as set out in **Annexure ‘B’** of this Invitation Document.
- 3.2. The submission of EoI by the EoI Applicants shall be either in online mode via email or physical mode in the following manner:
  - 3.2.1. For physical mode, EoI Applicants shall submit their EoI in a sealed envelope along with the EoI Documents. The sealed envelope shall be superscripted as “**Expression of Interest for participating in bid process of SASF-[Name of the EoI Applicant]**” containing a complete set of the EoI Documents (*as defined hereinafter*) in hard copy along with the supporting documents, and shall be submitted to the below mentioned address by hand delivery:

**Attn:** General Manager

**Address:** Stressed Assets Stabilisation Fund, 3<sup>rd</sup> Floor, IDBI Tower, World Trade Centre, Cuffe Parade, Colaba, Mumbai 400005

- 3.2.2. For online mode, a password protected soft copy of the EoI Documents along with the supporting documents should be emailed to [projectrise@in.ey.com](mailto:projectrise@in.ey.com) and [sasfportfoliosale@idbi.co.in](mailto:sasfportfoliosale@idbi.co.in) by the Due Date. The password for the document should be emailed to [projectrise@in.ey.com](mailto:projectrise@in.ey.com) and [sasfportfoliosale@idbi.co.in](mailto:sasfportfoliosale@idbi.co.in) by way of a separate email.
- 3.2.3. Any change in the above manner of submission of EoI shall be intimated by the Advisors to the Prospective Bidders prior to the Due Date.
- 3.3. The last date of submission of EoI is January 18, 2025 by 5:30 pm IST (“**Due Date**”).
- 3.4. The EoI Applicants shall submit the following annexures in both hard copy and soft copy, as a part of the EoI (collectively referred to as the “**EoI Documents**”):
- (a) details of the EoI Applicant as per **Annexure ‘A’**.
  - (b) duly executed EoI in the format as set out in **Annexure ‘C’**.
  - (c) supporting documents as per **Annexure ‘D’**.
  - (d) duly stamped and executed confidentiality undertaking as per format in **Annexure ‘E’**.
  - (e) duly stamped and executed undertaking from the EoI Applicant as per **Annexure ‘F’**.
  - (f) duly stamped and signed copy of this Invitation Document.
- 3.5. Pursuant to this Invitation Document, the EoI can be submitted by the EoI Applicants who satisfy the eligibility criteria listed in **Annexure B**. The EoI Applicant shall note as follows:
- (a) before the Prospective Bidder receives access to the VDR, such Prospective Bidder must submit to the Advisor a duly signed and stamped copy of the Confidentiality Undertaking and any other supporting documents as may be requested by the Advisor (acting on the instructions of SASF);
  - (b) the EoI Applicants shall submit the EoI as per the prescribed format. It is clarified that any deviations from the prescribed format shall render the EoI invalid;
  - (c) an EoI Applicant shall clearly mention in the EoI, the Lot(s) for which it is submitting the EoI and submit the Earnest Money corresponding to such Lot(s) as per the terms of this IEOI. Please note that an EoI Applicant

will only be allowed to submit bid for the Lots for which they have submitted Earnest Money.

#### 4. SUBMISSION OF EARNEST MONEY

4.1. All EoI Applicants shall provide along with or prior to submission of their EoI an Earnest Money Deposit for the amounts specified in the table below which is approximately 2.50% of the Reserve Price for the respective Lot:

Lot	Amount	Amount in words
1	Rs.8.93 lakhs	Eight Lakhs Ninety-Three Thousand only
2	Rs.23.70 lakhs	Twenty-Three Lakhs seventy thousand only

4.2. The Earnest Money Deposit as aforesaid may be submitted in any of the following manner:

- (a) demand draft (which can be encashed immediately), in favour of SASF, issued by any scheduled commercial bank in India; or
- (b) by way of a direct deposit by way of the real time gross settlement system into a bank account held by the SASF, the details of which shall be shared separately with the EoI Applicant on demand.

((a), (b) are individually referred to as the “**Earnest Money**”)

4.3. It is further clarified that non-submission of the Earnest Money by the EoI Applicant / Prospective Bidder, along with the submission of the EoI Documents, shall render such EoI as non-responsive at the sole discretion of SASF, and accordingly SASF / EY (acting on the instruction of SASF) shall have the right to reject such EoI.

4.4. It is clarified that the Earnest Money shall be non-interest bearing and shall not accrue any interest. No interest shall be payable to the EoI Applicant / Prospective Bidder by SASF.

4.5. SASF shall have the right to invoke/appropriate/forfeit/encash the Earnest Money at any time, without making any reference to the EoI Applicant / Prospective Bidder, and irrespective of any ongoing dispute or litigation, by appropriating the encashed amount of demand draft or cash deposit (as the case may be) upon occurrence of any of the following conditions:

4.5.1. any of the conditions under this Invitation Document or Process Document are breached by the relevant EoI Applicant / Prospective Bidder;

- 4.5.2. any wrongful disclosure or misrepresentation is made by the EoI Applicant / Prospective Bidder in any of the EoI Documents or undertakings submitted to SASF or its Advisors pursuant to this Invitation Document or Process Document;
- 4.5.3. any information provided by the EoI Applicant / Prospective Bidder is incomplete, inaccurate, false or incorrect;
- 4.5.4. any non-compliance with the provisions of this Invitation Document or Process Document or unilateral withdrawal, change, amendment or modification by the EoI Applicant / Prospective Bidder of or to the EoI or the bid submitted pursuant to the Process Document, for any reason whatsoever;
- 4.5.5. if any EoI Applicant / Prospective Bidder is a Consortium, the Consortium or any members thereof fails to comply with the conditions set out in **Annexure B**;
- 4.5.6. if the EoI Applicant / Prospective Bidder is the Successful bidder (as per the Process Document) and such Successful Bidder fails to submit the performance security or fails to accept the letter of intent within the time period prescribed in the Process Document.

The term “**Consortium**” shall mean any person acting together with another person as a consortium/joint bidder or joint venture (whether incorporated or not) for the purpose of submission of the Bid (as per the Process Document), provided that no member of such Consortium is disqualified under any of the applicable laws and regulations.

- 4.6. The Earnest Money of the EoI Applicant not shortlisted as per the eligibility criteria as per **Annexure ‘B’** shall be returned within 14 (fourteen) days from the declaration of the list of EoI Applicants.
- 4.7. The Earnest Money of the EoI Applicant / Prospective Bidder who has not been selected as a Successful bidder (as per the Process Document), shall be returned (without interest) to such EoI Applicant / Prospective Bidder within 14 (fourteen) days from the declaration of Successful Bidder as per Process Document.
- 4.8. In case of a Successful Bidder (as per the Process Document), the Earnest Money shall be returned post the submission of Performance Bank Guarantee as per the Process Document.
- 4.9. It is clarified that SASF shall have the right to invoke/appropriate/forfeit/encash the Earnest Money of a Prospective Bidder without making any reference to such bidder in the event such bidder decides to withdraw from or not proceed

with sale process after being declared as highest bidder as per the terms of the Process Document, for any reason whatsoever.

- 4.10. It is further clarified that any invocation, appropriation, or forfeiture of the Earnest Money by SASF, or any person on behalf of SASF, shall not limit and is in addition to any rights or remedies that SASF or its Advisors may have under Applicable Law or otherwise, against any EoI Applicant / Prospective Bidder, as the case maybe.

## **5. IMPORTANT NOTES REGARDING THE SUBMISSION OF EoI**

- 5.1. All interested parties who are desirous of submitting an EoI pursuant to the Invitation Document in respect of SASF must read, understand and comply with all the requirements of this Invitation Document and any other applicable document for bid submission and all matters under, in pursuant to, in furtherance of or in relation to, this Invitation Document.
- 5.2. All interested parties submitting the EoI represent that they are not legally or contractually barred from submitting an EoI as per this Document, or assuming any legal or beneficial interest in the Investment Portfolio.
- 5.3. The EoI submitted, should be unconditional and should be submitted in the format attached as **Annexure ‘C’ along with unconditional Earnest Money in accordance with Clause 4 (Submission of Earnest Money)**.
- 5.4. The EoI and other concerned documents shall be signed by the authorized signatory of the EoI Applicant in the case of a Private/ Public Limited Company/ Limited Liability Partnership (“LLP”) / Body Corporate/ any other Applicant, as applicable, supported by evidence of authority of such person (duly authorized and signed extract of Board resolution or Power of Attorney, authorizing the signatory to execute the EoI Documents) and appropriately stamped / company seal (if any) affixed by the representative of the EoI Applicant.

## **6. IMPORTANT NOTES TO THE INVITATION DOCUMENT**

- 6.1. The Advisor (acting on instructions of SASF) have the right to cancel, terminate, modify or withdraw the Invitation Document or reject the EoI or restart the process of invitation of EoI or invite revised bids at any stage of the bid process without assigning any reason and without any liability. This is not an offer document/solicitation and is issued with no commitment.
- 6.2. The Advisor (acting on the instructions of SASF) reserves the right to issue clarifications, amendments and modifications to the Invitation Document or to waive or relax any term or condition or its application, generally or in any particular case, in each case as they may deem fit in their sole discretion. SASF also has the right to issue further supplements to the Invitation Document and



retain the right to require additional documents from the EoI Applicants without assigning any reason and without any liability whatsoever.

- 6.3. The EoIs submitted after the Due Date shall be accepted/ rejected at the discretion of SASF without any liability whatsoever.
- 6.4. Without prejudice to 6.3 above, the Due Date may be extended from time to time at the sole discretion of the Advisor (acting on instructions of SASF).
- 6.5. By submitting its EoI, each EoI Applicant shall be deemed to acknowledge that it has carefully read the entire IEoI and has fully informed itself as to all existing conditions and limitations. Ignorance of law(s) will not be treated as any excuse.
- 6.6. The EoI Applicant acknowledges that acquisition of the Investment Portfolio or any part thereof shall be undertaken on “as is where is”, “as is what is”, “whatever there is” and “without recourse” basis to SASF.
- 6.7. It may be noted that the EoIs of only those EoI Applicants who meet the eligibility criteria specified herein and have complied with the terms and conditions set out herein (including submission of the documents in prescribed formats) shall be considered for purposes of inclusion in the list of Prospective Bidders.
- 6.8. The fulfilment of the eligibility conditions in this Invitation Document does not automatically entitle Prospective Bidders to participate in the bid process which will be subject to applicable laws and further conditions which may be stipulated by SASF, in its sole discretion, including those in relation to access to VDR or as may be stipulated under the Process Document.
- 6.9. The term “**Consortium**” shall mean any person acting together with another person as a consortium/joint bidder or joint venture (whether incorporated or not) for the purpose of submission of the Bid (as per the Process Document), provided that no member of such Consortium is disqualified under any of the applicable laws and regulations.
- 6.10. Without prejudice to the generality of the above provisions, SASF or EY (acting on instruction of SASF) reserves their right (without being bound to do so) to reject the EoI of any EoI Applicant and not include them in the list of Prospective Bidders, in the following events (including but not limited to):
  - 6.10.1. if the EoI submitted by the EoI Applicant is incomplete or the EoI Applicant does not submit the documents as required under this IEoI;
  - 6.10.2. if the EoI Applicant does not submit such further document or information as may be required by SASF or their Advisor for conducting due diligence on the EoI Applicant; or
  - 6.10.3. if any information/document provided is false, incorrect, inaccurate or misleading or in the opinion of the SASF or its Advisor, the EoI

Applicant is not credible or eligible or able to acquire the Investment Portfolio or any part thereof, under applicable laws (including SEBI guidelines).

- 6.11. No oral conversations or agreements with SASF or any official, agent, employee or Advisor of SASF shall affect or modify any terms of this IEoI.
- 6.12. Neither the EoI Applicant or Prospective Bidder nor any of their representatives shall have any claims whatsoever against SASF or its Advisor or, in each case, any of their directors, officials, agents or employees arising out of or relating to this IEoI.
- 6.13. All the EoIs received will be reviewed by the SASF and its Advisor, and a list of Prospective Bidders shall be shared in accordance with the IEoI. By submitting its EoI, each Prospective Bidder shall be deemed to acknowledge that it has carefully read the entire Invitation Document and has fully informed itself as to all existing conditions, limitations and applicable laws.
- 6.14. For any clarifications on the process of submission of EoI, please contact at [projectrise@in.ey.com](mailto:projectrise@in.ey.com) or [sasfportfoliosale@idbi.co.in](mailto:sasfportfoliosale@idbi.co.in) with a subject line “**SASF – Clarification on EoI**” prior to the Due Date. No request for clarification shall be liable to be entertained after the said date.

## **7. DISCLAIMER**

The information provided in the Invitation Document is subject to the following limitations:

- 7.1. This Invitation Document has been issued by the Advisor (acting on the instructions of SASF) solely for general information purposes only, without regard to any specific objectives, suitability, financial situations and needs of any particular person.
- 7.2. Readers of the Invitation Document are strongly advised to carry out their own and independent due diligence and investigation and consult their own advisors before arriving at any conclusion basis this Invitation Document. Neither this Invitation Document, nor anything contained herein, should form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment or investment decision whatsoever.
- 7.3. By accepting a copy of this Invitation Document, the recipient is deemed to have acknowledged and accepted the terms and conditions of the Disclaimer and that it forms an integral/material part of this Invitation Document. The recipient is further deemed to have unconditionally acknowledged that SASF or its Advisor, any of its officers, employees or its agents, do not accept any liability for any and all information contained in this Invitation Document. The recipient is deemed to have acknowledged that the information contained in this Invitation

Document shall not be used for any other purpose other than in relation to the participation in the Proposed Transaction. This Invitation Document is intended to be a purely facilitative document for the benefit of the recipients and any information therein is not intended to form the basis of any investment decision by an EoI Applicant. The recipient also agrees to not assert anything which is in variance with the terms of this Disclaimer.

- 7.4. No representation or warranty, express or implied, now or in the future, is given or is purported to be given by SASF or any of its officers, employees or its agents, Advisors or any of the members of its team or any advisors appointed by SASF or the Advisors as to the accuracy, adequacy or completeness of the contents of any document or information supplied or to be supplied or any opinions or projections expressed in any document, at any time and that the EoI Applicants shall not and / or will not have any claim against the SASF or the Advisors and / or any other advisors in relation to the contents of this Invitation Document and / or any documents or information supplied to the EoI Applicants. No such party is under any obligation to update this Invitation Document or correct any inaccuracies or omissions in it which may exist or become apparent.
- 7.5. This Invitation Document is being published with the understanding that the EoI Applicants shall continue to make their own independent investigation and assessment of the conditions and affairs of the Investment Portfolio and such other matters as the EoI Applicant may deem appropriate without placing sole reliance upon any information as set out in this Invitation Document.
- 7.6. SASF reserve the right to modify or withdraw this IEOI at any time with or without prior notice.

**Issued by:**

Stressed Assets Stabilisation Fund (SASF),  
3<sup>rd</sup> Floor, IDBI Tower,  
World Trade Centre, Cuffe Parade,  
Colaba, Mumbai- 400 005  
Date: January 16, 2025

**Sd/-**

**General Manager,  
Stressed Assets Stabilisation Fund (SASF)**

**ANNEXURE ‘A’**  
**DETAILS OF EoI APPLICANT**

*[Note: In case of submission of EoI by a Consortium, the details set out below are to be provided by each of the members of the Consortium]*

**1. Name and Address:**

- a) Name of the Firm/ Company/ Organisation/ individual:
- b) Address:
- c) Telephone No:
- d) Mobile No:
- e) Email:

**2. Date of Establishment / Incorporation (as applicable):**

**3. Core Area of Expertise (as applicable):**

**4. In case an EoI is submitted by a Consortium, the proposed equity participation/economic interest of each member is to be disclosed along with the lead partner:**

**5. Contact Person:**

- a) Name:
- b) Designation:
- c) Telephone No:
- d) Mobile No:
- e) Email:

**6. EoI Applicant Profile:**

Financial Profile (consolidated / standalone as applicable):

(Rs. crore)

<b>Particulars</b>	<b>Tangible Net-worth as per Eligibility Criteria</b>
As on 31 Mar 22	
As on 31 Mar 23	
As on 31 Mar 24	

In case of Consortium, the above details are to be shared for each of the Consortium members. The net worth for the 3 FY certified by the Chartered Accountant and the EoI applicant shall also submit their annual reports, if applicable.

## ANNEXURE 'B'

### ELIGIBILITY CRITERIA

- a. EoI Applicants are invited to submit EoIs for bid process of proposed sale of Investment Portfolio in one or more Lots, jointly or severally.
- b. EoI Applicants may submit an EoI whether individually or as part of a consortium as further set out below.
- c. Pursuant to the IEOI, EoI can be submitted by the EoI Applicants who satisfy the eligibility criteria listed in (d) below.
- d. The EoI Applicant must satisfy the following eligibility criteria:
  1. For Individuals/ Private/ Public Limited Company/ Limited Liability Partnership (“LLP”) / Body Corporate/ any other Applicant
    - (i) Minimum Tangible Net Worth (“TNW”) shall be at least Rs. 1 Crore.
    - (ii) TNW shall be in an individual capacity or at the Group level in the financial year FY2024.
    - (iii) TNW shall be computed as aggregate value of paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, and does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
    - (iv) Group may comprise of entities where each such entity is either controlling or controlled by or under common control with the Applicant. The entities must have been part of the Group for at least 3 years.

The term “control” shall have the meaning ascribed to the term under the Companies Act, 2013 and the terms “controlling” and “controlled” shall be construed accordingly.
  2. For EoI Applicant under a Consortium:
    - (i) The EoI must list the members of the Consortium and the Lead Partner.
    - (ii) No change of members of Consortium shall be permitted post submission of EoI (except with prior approval of SASF). SASF may consider any request for change in the Consortium member provided that the proposed Consortium member is not an entity ineligible under the Process Document. Notwithstanding anything to the contrary set out herein, no change in the Lead Partner shall be allowed.

- (iii) Consortium must individually or jointly satisfy the criteria mentioned in point 1 or 2 above, as the case may be, and together with the other members of the consortium should be eligible as per other requirements of the IEOI and the Process Document. All the members of the consortium shall be jointly and severally responsible for compliance with the terms of the IEOI and process thereafter.
- (iv) The Consortium shall submit the copy of consortium agreement, joint venture agreement or partnership agreement (as the case may be), entered into between the Consortium members, and such consortium agreement should not be in violation of the terms of the IEOI and subsequent Process Document and the process.
- (v) If an entity has submitted an EoI, then such entity cannot be a part of any other Consortium. Similarly, the members of the consortium shall not be allowed to become EoI Applicants outside the Consortium or to become part of more than one consortium.

### **Other Conditions**

- Participation in the bid submission process (including any conditions in relation to control/lock-in restrictions etc.) of eligible EoI Applicants shall be solely in accordance with the provisions of the Process Document which will be issued in due course and the terms of such Process Document will be applicable to the EoI Applicants.
- EoI Applicant must be a fit and proper person and must not be under any legal or contractual incapacity to submit an EoI or assume any legal or beneficial interest in the Investment Portfolio.
- EoI Applicants shall promptly submit such additional information as may be required by SASF or its Advisor.

## ANNEXURE ‘C’

[On the Letterhead of the EoI Applicant/ Lead Partner in case of a consortium]

### **FORMAT FOR EXPRESSION OF INTEREST FOR SUBMISSION OF BID IN SASF**

To,  
General Manager  
Stressed Assets Stabilisation Fund,  
3rd Floor, IDBI Tower,  
World Trade Centre, Cuffe Parade,  
Colaba, Mumbai- 400 005

Date:

**Attn:** Mr. Amar Kumar Thakur

**Subject: Expression of Interest (“EoI”) for submission of bid to Stressed Assets Stabilisation Fund (“SASF”) for the proposed sale of the Investment Portfolio**

Dear Sir/Madam,

- (i) This is with reference to the invitation for expression of interest dated January 16, 2025 (“**IEoI**”) issued by you read with your public advertisement dated January 15, 2025 (“**Advertisement**”) inviting expressions of interest for submission of bids for proposed sale of the Investment Portfolio. We confirm that we have understood the eligibility criteria, and the terms and conditions mentioned in the IEoI and hereby submit our expression of interest (“**EoI**”) for submission of bids for the [Lot 1 and / or Lot 2].

[We are submitting the EoI as a consortium. The following are the constituents of the consortium:

<b>Sr. No.</b>	<b>Name of consortium member</b>	<b>Type of entity</b>

[ \_\_\_\_\_ ] is the Lead Partner of the consortium.]

**[Note: To be retained only in case of EoI being submitted by a consortium]**

- (ii) We have attached the necessary information requested in the IEOI. The information furnished by us in this EoI is true, correct, complete and accurate.
- (iii) We hereby would like to submit our EoI for the [Lot 1 and / or Lot 2] and confirm that we meet the eligibility criteria as mentioned in **Annexure B** of the IEOI.
- (iv) We agree and acknowledge that:
- (a) the fulfilment of eligibility criteria in the IEOI does not automatically entitle the applicant to participate in the next stage of the bid submission process which will be subject to further conditions stipulated by SASF, in its sole discretion, including those in relation to access to VDR or as may be stipulated under the Process Document. SASF will have the sole right to determine if we qualify for the next stage of the bid process. Further, SASF reserves the right to issue clarifications, amendments, and modification to the IEOI or to waive or relax any term or condition or its application in any particular case, in each case as it may deem fit in its sole discretion. SASF reserves the right to accept or reject/ cancel any EoI in its sole discretion without assigning any reasons;
  - (b) if any false, misleading, incomplete or inaccurate information or record has been submitted by us, as the applicant, it will render us ineligible to participate in the process;
  - (c) SASF reserves the right to conduct due diligence on us and/or request for additional information/documents/clarifications from us for the purpose of determining our eligibility and we shall promptly comply with such requirements. We understand that failure to satisfy the queries of the SASF or its Advisor may lead to rejection of our EoI;
  - (d) the information memorandum and access to a VDR will be provided, subject to our eligibility as per the IEOI and upon submission of a confidentiality undertaking in terms of **Annexure E** of the IEOI;
  - (e) the proposed sale of the Investment Portfolio, is being done on “as is where is”, “as is what is”, “whatever there is” and “without recourse” basis to SASF;



(v) Further, we confirm that we have understood the eligibility criteria mentioned in **Annexure B** to the IEoI and confirm that we:

- a) meet the eligibility criteria mentioned therein;
- b) are fit and proper persons as per the criteria in IEoI and are not under any legal or contractual incapacity to submit an EoI or assume any legal or beneficial interest in the Investment Portfolio;
- c) have provided all relevant information / documents in the prescribed format and as mentioned in the IEoI, including relevant information / documents for proof of our eligibility under the IEoI and have taken all steps that may be required under law or contract for submission of this EoI.

Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the IEoI.

Sincerely yours,

On behalf of (Insert name of the entity submitting the EoI)

Signature:

Name of Signatory:

Designation:

Company Seal/stamp

[**Note:** In case of submission of EoI by a consortium, the Lead Partner is to sign on behalf of all the consortium members and enclose proof of authority to sign on behalf of and for each member of the consortium.]

## ANNEXURE 'D'

### LIST OF SUPPORTING DOCUMENTS REQUIRED

1. Profile of EoI Applicant.
2. Copy of PAN card, GST number or equivalent documents as applicable and KYC documents (as applicable).
3. Audited financial statements of the EoI Applicant for last three financial years (FY22-FY24) and/or its 'Group' entity as per eligibility criteria prescribed.
4. Board resolution or Power of Attorney, authorizing the signatory to execute the EoI Documents) and appropriately stamped / company seal (if any) affixed by the representative of the EoI Applicant in the case of a Private/ Public Limited Company/ Limited Liability Partnership ("LLP") / Body Corporate/ any other Applicant
5. Certificate of incorporation (for companies), Partnership deed (for Partnerships), Joint venture agreement (if applicable), Memorandum and Article of Association (for Companies) or other relevant constitutional documents
6. Certificate from statutory auditor or a reputed independent chartered accountant acceptable to SASF in the jurisdiction of incorporation of the company certifying Tangible Net Worth as at end of the last financial year (FY 2024).
7. In case of an EoI from a Consortium, above documents for each of the members of Consortium, copy of a consortium agreement, joint venture agreement or partnership agreement (as the case may be), and other relevant documents as required by SASF or its Advisor in relation to each member of the Consortium.
8. Any other documents/ information/ undertakings/ affidavits prescribed herein as well as additional information which the EoI Applicant finds necessary to share or as may be notified by SASF from time to time.

**Note:** Please note that, in case the EoI Applicant is relying upon eligibility of any of its 'Group' entity as per Annexure B, the Prospective Bidder shall provide all documents for such 'Group' entity, as the case may be, evidencing:

- (a) relationship of EoI Applicant with such 'Group' entity (for instance, whether such entity is either controlling or controlled by or under the common control of the EoI Applicant);

(the term "control" shall have the same meaning as ascribed to it under the

Companies Act, 2013 and the terms “controlled” and “controlling” shall be construed accordingly.)

- (b) how such entity is a ‘Group’ entity as described in **Annexure B**, as the case may be;
- (c) evidencing how such ‘Group’ entity is satisfying the eligibility criteria mentioned in Annexure B for EoI Applicant to be eligible; and,
- (d) any other documents as deemed fit by EoI Applicant to substantiate meeting of the eligibility requirements, and/ or as may be required by SASF or its Advisor

## ANNEXURE 'E'

*[On the stamp paper of adequate amount as applicable for declaration and affidavit, in the state where this document is executed with minimum stamp duty being Rs. 500]*

### **Confidentiality Undertaking**

*[Note: In case of submission of EoI by a Consortium, the undertaking set out below is to be provided by each of the members of the consortium.*

*The execution of the confidentiality undertaking must be authorized by a duly passed resolution of the board of directors of the EoI Applicant or any sub-committee of the board (if so authorized by the board) in the event the EoI Applicant is a company.*

*Each page of the confidentiality undertaking is required to be signed by the EoI Applicant at the bottom of the page and on the execution page, the authorized signatory must affix his/her full signature and additionally affix the rubber stamp seal (if any) of the EoI Applicant.*

*Foreign companies submitting expression of interest are required to ensure that the documents submitted as part of the expression of interest are appropriately apostilled, and stamp duty paid in India before submission to the SASF.]*

**Date:** [            ]

To,  
General Manager  
Stressed Assets Stabilisation Fund,  
3<sup>rd</sup> Floor, IDBI Tower,  
World Trade Centre, Cuffe Parade,  
Colaba, Mumbai- 400 005

### **Re: Submission of Bid Process of Stressed Assets Stabilisation Fund – Confidentiality Undertaking (“Undertaking/Agreement”)**

This Undertaking has been signed by \_\_\_\_\_,  
being an EoI Applicant, having its registered office at  
\_\_\_\_\_ acting through  
Mr./Ms. \_\_\_\_\_, the authorized signatory / authorized  
representative (“**EoI Applicant**” or “**Applicant**”), which expression shall, unless  
repugnant to the context, include its successors, legal representatives, permitted

assigns and SASFs in business) in favour of SASF [insert] on \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WHEREAS Stressed Assets Stabilisation Fund (“Trust” or “**Disclosing Party**” or “**SASF**” as the context may require, and shall include any officers, and/or its/their advisors including, without limitation, duly authorized attorneys, accountants, legal advisors and financial advisors)

WHEREAS vide an invitation for Expression of Interest (“**EoI/ Invitation Document**”) dated [●], SASF had invited expressions of interest from EoI Applicant (“**EoI**”) for participation in the proposed sale of its Investment portfolio, upon the fulfillment of the requisite eligibility criteria as provided in Annexure B of the Invitation Document.

WHEREAS in view of the above, SASF shall be sharing the relevant information, comprising/ containing certain Confidential Information (as defined in Clause 2 below) with the EoI Applicant.

WHEREAS such Confidential Information can only be shared by SASF upon the receipt of this undertaking from the EoI Applicant to the effect that the EoI Applicant shall be bound by the terms and conditions hereinafter set forth governing, inter-alia, the disclosure, use and protection of such Confidential Information.

THEREFORE, the EoI Applicant hereby declares and undertakes to observe the terms as follows:

1. The EoI Applicant agrees and covenants to protect, preserve and keep confidential such Confidential Information (as defined below) from any third party and not disclose the same to any third party through oral, electronic or written communication or through any mode (including on a data room) unless otherwise allowed herein.
2. “**Confidential Information**” means all the information whether in written, oral, pictorial, electronic, visual or other form, including information on the virtual data room (“**VDR**”) relating to the Disclosing Party, including without limitation
  - a) the information memorandum and any other additional information in any form in relation to the Company provided by or on behalf of the Company or any of its affiliates or advisers to the EoI Applicant;
  - b) the Process Document outlining the next steps and the evaluation criteria/matrix for the invited bids; and
  - c) any information concerning the business, financial condition, operations, assets and liabilities of the SASF, marketing strategies trade secrets, reports or any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such

- information and any such information designated as confidential by SASF.
- d) It is hereby clarified that any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.
3. The EoI Applicant agrees to treat Confidential Information or any part thereof which has been or will be provided to it or its representatives in whatever form, by or on behalf of or in relation to the Company, as strictly confidential, in accordance with the provisions of this Undertaking and agrees to not disclose the same or any portion thereof to any person whatsoever without the prior written consent of SASF.
4. The EoI Applicant hereby agrees that the Confidential Information will be kept confidential and will not be disclosed, reproduced, disseminated, quoted, discussed, referred to, circulated or disclosed, in whole or in part, to any person provided however that, the EoI Applicant may make any disclosure of such Confidential Information:
- (i) which is approved for release in writing by SASF; or
  - (ii) to its employees, professional or legal advisors, directors and/or its Affiliates or any third party, (together the “**Representatives**”), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the proposed sale of the Investment Portfolio, in one or more lots, jointly or severally and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Agreement. The EoI Applicant acknowledges that any agreement (written or otherwise) entered into between the EoI Applicant and the Representatives would not discharge the EoI Applicant from its confidentiality obligations under this Undertaking. In any event, the EoI Applicant shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the Recipient shall be deemed as breach of this Agreement by the EoI Applicant. For the purposes of this Agreement, the term “Affiliate” shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term “Control” means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contract or otherwise. The terms “Controlling” and “Controlled by” or “under common Control” shall have corresponding meaning EoI Applicant; or
  - (iii) if mandatorily required by law, regulation or any competent

judicial, supervisory or regulatory body, and the disclosure will be limited to items as are strictly required to be disclosed as per the applicable law, order or directions.

5. The EoI Applicant shall ensure that it binds its Representatives who are given access to Confidential Information with undertakings/agreements, at least as restrictive as this Undertaking.
6. The EoI Applicant shall ensure that the same degree of care to protect the Confidential Information as the EoI Applicant uses to protect its own confidential information but no less than a reasonable degree of care to protect the Confidential Information from any unauthorised access, use, dissemination, copying, theft, republication or leakage.
7. The EoI Applicant hereby undertakes that it will not publish a news release or make any announcements or denial or confirmation in any medium concerning the proposal to prepare/ submit a bid for the Company or contents of such bid in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party.
8. The EoI Applicant shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the proposed sale of Investment Portfolio (other than to the extent permitted hereunder).
9. The EoI Applicant hereby agreed to promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Agreement.
10. The EoI Applicant agrees that the rights, title or interest (including intellectual property rights) in relation to the Confidential Information disclosed pursuant to this Undertaking shall remain the property of the Disclosing Party. No right, title, interest or license in the Confidential Information shall be conveyed to the EoI Applicant or any other person by release of such Confidential Information by the Disclosing Party to it pursuant to the terms of this Undertaking.
11. For the purposes of this Undertaking, the obligation to maintain confidentiality shall not be applicable to following information:
  - (i) information which is or becomes generally available to the public other than as a result of a disclosure or wrongful act by the EoI Applicant or its Representatives under this Undertaking;
  - (ii) information which was known to the EoI Applicant as evidenced by written documentation prior to its being disclosed by the Company and

in respect of which the EoI Applicant has informed the Disclosing Party in writing;

- (iii) information which is received by the EoI Applicant on a non-confidential basis from a source other than the Disclosing Party or any of its representatives, provided that such source is not bound by a confidentiality undertaking with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect to such information; or
- (iv) Information which is disclosed as per any applicable law provided that the EoI Applicant shall, in these cases, immediately notify the Disclosing Party of the information that has been disclosed as a result of such applicable law along with the corresponding details of the applicable law which warranted such disclosure.
- (v) Information rightfully obtained by the Receiving Party from third party without breach of any confidentiality obligation.

12. The EoI Applicant and its Representatives, will:

- (i) maintain confidentiality of the Confidential Information as per the terms of this Undertaking;
- (ii) not use any such Confidential Information for any purpose other than for the proposed sale of Investment Portfolio directly or indirectly to cause an undue gain or undue loss to me/us or any other person;
- (iii) comply with provisions of law for time being in force relating to confidentiality and insider trading;
- (iv) protect intellectual property of the Disclosing Party mentioned in the Confidential Information;
- (v) not share the Confidential Information with any Representative unless such Representative is bound by the terms of the Undertaking.

13. The Disclosing Party (i) does not make any representation or warranty, express or implied, as to, or assume any responsibility for the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by it or the assumptions on which it is based nor (ii) shall the Disclosing Party be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by it or be otherwise liable to the EoI Applicant or any other person in respect of the Confidential Information. The Disclosing Party does not take any responsibility for any decisions made by the EoI Applicant based on the information provided. The Recipient shall exercise its own diligence before making any



conclusion or decision.

14. The EoI Applicant agrees that upon the written request of the Disclosing Party, it undertakes to surrender and return to the Disclosing Party, all Confidential Information and related documents, or destroy the same in accordance with the directions of the Disclosing Party, except to the extent, retention of such information is required under applicable law, within a period of ten (10) days of the receipt of such written request, provided that the EoI Applicant shall, in such cases, immediately notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention.
15. The EoI Applicant agrees that it shall be responsible for any breach of this Undertaking by itself and/or its Representatives. The EoI Applicant will provide a notice in writing to the Disclosing Party in the event any breach, misuse or misappropriation of such Confidential Information has occurred. Further, the EoI Applicant agrees to promptly take all necessary measures to cure such breach, misuse or misappropriation and to mitigate its effects and keep the Disclosing Party apprised of all steps taken in this regard. The EoI Applicant also agrees to ensure that all efforts will be made by it to prevent further breach, misuse or misappropriation of the Confidential Information.
16. The EoI Applicant shall indemnify and hold harmless the Disclosing Party against all reasonable losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Agreement, including but not limited to any gross negligence or willful misconduct in respect of the Confidential Information, by the Recipient and/or its Representatives.
17. The EoI Applicant agrees and acknowledges that breach of any of the obligations under this Undertaking/ IEoI would result in irreparable harm to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Accordingly, the Disclosing Party shall be entitled to injunctive relief, specific performance, or other equitable remedies in addition to any other remedies available at law or in equity
18. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Undertaking. All remedies available to the Disclosing Party whether provided herein or conferred by law, custom, trade or usage are cumulative and not alternative and may be enforced successively or concurrently.
19. It is understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or

further exercise thereof or the exercise of any other right, power or privilege hereunder.

20. This Undertaking shall remain valid for a period of eight (8) years after it is executed, notwithstanding whether the EoI Applicant is shortlisted for the next phase of inviting binding bids or not, and even after completion of the bid process. Upon expiry of this Agreement, the confidentiality obligations of the EoI Applicant herein shall cease, provided that payment obligations if any that may arise under this Agreement (including under the indemnity Clause 18 above) shall survive the termination of this Agreement.
21. Nothing in this Undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or wilful default.
22. The EoI Applicant hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Undertaking.
23. This Undertaking also applies to Confidential Information accessed through the electronic data room and supersedes any 'click through' acknowledgement or agreement associated with any such electronic data room.

All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand - delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in a written notice to the other parties hereto.

*For SASF/*

Postal Address: SASF, 3rd Floor, IDBI Tower, World Trade Centre, Cuffe Parade, Colaba, Mumbai 400 005.

Contact Person: Mr. Sarang Deshpande (EY)/ Mr. Rahul Kulkarni

Email: [projectrise@in.ey.com](mailto:projectrise@in.ey.com)/ [sasfportfoliosale@idbi.co.in](mailto:sasfportfoliosale@idbi.co.in)

*For EoI Applicant/Applicant*

Postal Address: [●]

Contact Person: [●]

Email: [●]

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a) one (1) business day after its deposit with an overnight courier if for inland delivery; and (b) 5 (five) calendar days after it deposit with an international courier if for an overseas delivery; and (c) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually

delivered or not; and (iii) if sent by electronic mail, when actually received in readable form.

24. If any provision of this Agreement is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.
25. No amendments, changes or modifications of any provision of this Agreement shall be valid unless made by a written instrument signed by a duly authorised representative of each of the Parties.
26. This Agreement comprises the full and complete agreement of the Parties hereto as at the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior or contemporaneous communications, representation, understandings and agreements, if any, between the Parties hereto, whether written or oral, expressed or implied.
27. This Undertaking shall be governed by and construed in accordance with the laws of India. Any action, suit or proceeding relating to this Undertaking shall be submitted to the exclusive jurisdiction of the courts of [Mumbai].
28. This Undertaking may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any provision of this Undertaking shall not be amended or modified in whole or in part, except by an Undertaking in writing signed by the EoI Applicant and the Disclosing Party.
29. The EoI Applicant agrees that it will comply with all the terms and conditions aforesaid of this Undertaking.
30. The confidentiality undertaking shall be in conjunction to any other undertakings provided by us to the SASF.

*Encl:* Board Resolution/ Power of Attorney dated \_\_\_\_\_ authorizing the execution of this Undertaking

---

On behalf of [*Insert Name*]

Name:

Title:



## ANNEXURE 'F'

### UNDERTAKING BY EoI APPLICANT

*[On a non-judicial stamp paper of appropriate value]*

*[Note: In case of submission of EoI by a Consortium, the undertaking set out below is to be provided by each of the members of the Consortium.]*

*Foreign companies submitting expression of interest are required to ensure that the documents submitted as part of the expression of interest are appropriately apostilled, and adequate stamp duty paid in India before submission to the SASF.*

*The execution of this undertaking must be authorized by a duly passed resolution of the board of directors of the EoI Applicant or any sub-committee of the board (if so authorized by the board) in the event the EoI Applicant is a company.*

*Each page of the undertaking is required to be signed by the EoI Applicant at the bottom of the page and on the execution page, the deponent must affix his/her full signature and additionally affix the rubber stamp seal (if any) of the EoI Applicant.]*

To,  
General Manager  
Stressed Assets Stabilisation Fund,  
3<sup>rd</sup> Floor, IDBI Tower,  
World Trade Centre, Cuffe Parade,  
Colaba, Mumbai- 400 005

Dear Sir,

**Subject: Undertaking in relation to the submission of bid process of Stressed Assets Stabilisation Fund (SASF)**

1. I / We, \_\_\_\_\_ (“**EoI Applicant**”), refer to the invitation for expression of interest dated January 16, 2025 as amended from time to time (“**Invitation for EoI**”). One of the requirements under the Invitation for EoI is that the EoI Applicant is required to submit the undertaking contained herein at the time of submission of Expression of Interest (“**EoI**”) to SASF.
2. I/we hereby confirm that the undersigned is duly authorized to submit this EoI on behalf of the applicant and to bind the applicant to the terms of this undertaking.

3. I/We hereby state and confirm that I/we meet the all eligibility criteria specified in the Invitation for EoI and that we shall provide all documents, representations and information as may be required by SASF to substantiate to the satisfaction of the SASF that we are eligible in terms of the eligibility criteria set out in the Invitation for EoI and the rules and regulations thereunder to submit an expression of interest in respect of SASF.
4. I/we confirm that I/we are not legally or contractually barred from submitting this EoI or purchasing the Investment Portfolio, and have taken all steps that may be required under law or contract for submission of this EoI.
5. I/We hereby confirm that I/we are not an ineligible/disqualified person in terms of provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”). At any time after the submission of the EoI, if I/we become ineligible to be an EoI Applicant as per the provisions of Section 29A of the Code, the fact of such ineligibility shall be forthwith brought to the attention of SASF and the Advisor.
6. I/We hereby undertake and confirm that I/we have submitted certified true copy of a valid board resolution or a duly executed power of attorney in original signed by a person authorised by the board of the EoI Applicant/ Lead Member in a duly convened board meeting (copy enclosed).
7. I/We hereby undertake and confirm that I/we shall provide the relevant information and records to enable an assessment of eligibility in terms of EoI and any other applicable law.
8. I/we undertake to participate in the bid process fairly and honestly, without resorting to any unfair practices.
9. I/We hereby state and confirm that every information and records provided in the EoI is/are true and correct and discovery of any false information or record at any time will render us ineligible to submit the expression of interest for SASF, forfeit any refundable deposit, and attract penal action under applicable laws.
10. I/We hereby undertake and confirm that EoI Applicant shall meet the ‘fit and proper’ criteria prescribed under applicable law for the purpose of submitting an EoI and shall provide all relevant information / documents required / requested by SASF in this regard.
11. I/We hereby acknowledge that SASF reserves the right to modify, alter, reject and/or amend any or all the terms of the Sale Process and the Process Document including the prescribed timelines, and/or to cancel/terminate the Sale Process at any stage and/ or accept or reject any or all EoIs, invite revised bids with or without assigning any reason thereof (which decision will be final, binding and conclusive), without any liability to any person whatsoever.

12. I/We confirm that this undertaking has been duly signed by [an authorized representative of the EoI Applicant and a copy of the authorization is annexed to this undertaking]<sup>1</sup>.

13. I/we unconditionally accept all the terms and conditions of the contract /agreement to be executed for the sale of Investment Portfolio, in the event my/our bid is accepted as the successful bid for the Investment Portfolio.

14. This undertaking forms an integral part of the EoI and any breach hereof would be considered as a breach of the EoI.

15. This Undertaking shall be governed by and construed in accordance with the laws of India. Any action, suit or proceeding relating to this Undertaking shall be submitted to the exclusive jurisdiction of the courts of Mumbai.

We agree that we will comply with all the terms and conditions aforesaid of this Undertaking.

---

On behalf of [*Insert Name*]

Name:

Title:

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<sup>1</sup> In case of an individual, the undertaking should be signed by the EoI Applicant himself.

**ANNEXURE 'G'****DETAILS OF INVESTMENT PORTFOLIO****LOT 1 OF INVESTMENT PORTFOLIO**

<b>Sr. No</b>	<b>Particulars</b>	<b>Listed/ unlisted</b>	<b>No. Of shares</b>	<b>Demat/ physical</b>
1	Arcl organics limited [allied resins and chemicals ltd amalgamated in 2012]	Listed	2,49,600	Physical
2	Anil special steel industries limited (formerly asil industries limited)	Unlisted	13,78,928	Demat
3	Assambrook limited	Unlisted	15,00,000	Physical
4	Autolite (india) limited	Delisted	9,488	Demat
5	Bio green papers limited(*) (formerly shiv sagar paper & chemicals limited)	Suspended	200	Demat
6	Datre corporation ltd (preference)	Unlisted	1,72,20,000	Physical
7	Emtex industries (india) limited	Unlisted	2,00,000	Demat
8	Er textiles limited.	Unlisted	77,11,600	Physical
9	Gold chick hatcheries and foods limited	Unlisted	10,00,000	Physical
10	Indian chemphar limited	Unlisted	8,50,000	Physical
11	Jct electronics ltd	Unlisted	2,34,42,390	Demat
12	Jik industries limited	Suspended	1,64,071	Demat
13	Laven technoblend limited (formerly coimbatore popular spinning mills limited)	Unlisted	15,00,000	Demat
14	Lml limited	Unlisted	3,57,838	Demat
	Lml limited (preference)	Unlisted	21,18,850	Demat
15	Mynk1906 industries india limited (formerly meuse kara & sungrace mafatlal ltd/bio green industries	Unlisted	4,000	Demat



	limited)			
16	Noida medicare centre limited	Unlisted	10,00,000	Demat
17	Polar pharma india limited	Unlisted	3,00,000	Physical
18	Precision containeurs limited(*) (presently known as post march 31, 2024 - east india drums and barrels manufacturing limited)	Suspended	28,000	Demat
19	Ranar agrochem limited. (formerly prathyusha chemicals and fertilisers limited)	Unlisted	5,85,000	Physical
20	Rks agro-tech ltd	Unlisted	12,50,000	Physical
21	Santogen exports limited	Unlisted	20,00,000	Physical
22	Saral mining limited (formerly xo infotech limited/xo tronic ltd)	Delisted	2,00,000	Demat
23	Sarita steel and industries limited	Unlisted	35,20,000	Physical
24	Shree vaishno devi mills private limited (preference) (*)	Unlisted	10,000	Physical
25	Sri vasavi industries limited	Unlisted	89,70,000	Demat
	Sri vasavi industries limited	Unlisted	56,10,000	Physical
26	Sri vishnu annamalaiyar paper mills limited (formerly heritage paper mills limited.)	Unlisted	6,83,000	Physical
27	Sugam agro-tech ltd	Unlisted	10,00,000	Demat
28	Twinstar industries limited (formerly twinstar software exports limited)	Suspended	2,50,000	Demat
29	Versatile wires ltd	Unlisted	10,00,000	Physical
30	Vintage foods and industries limited	Unlisted	6,00,000	Physical
31	Western india shipyard limited	Unlisted	80,16,600	Demat

*(\*) Bio green papers limited : the quantity of shares, as on march 31, 2023 is 4000. However as per the demat statement as on september 11, 2024, the number of shares available with sasf is 200.*

*(\*) precision containeurs limited: the quantity of shares, as on march 31, 2023 is 7,00,000. However shareholding has reduced to 28,000 shares (mentioned above) pursuant to implementation of the resolution plan.*

*(\*) shree vaishnodevi mills limited: the physical shares are still in the name of idbi bank and not sasf, although the company has undergone liquidation proceedings in ibc and no values has been assigned to shareholders, the sale of the same may not be possible for sasf. However, liquidator has acknowledged the bonafide holding of sasf and would remit the proceeds, if any, payable to the preference shareholders as such the company is included in portfolio to be sold.*

## **LOT 2 OF INVESTMENT PORTFOLIO**

<b>Sr. No</b>	<b>Particulars</b>	<b>Listed/ Unlisted</b>	<b>No. of Shares</b>	<b>Demat/Physical</b>
1	Arjas Steel Private Limited (Formerly SJK Steels Plant Limited/Gerdau Steel India Private Limited)	Unlisted	2,00,00,000	Demat