

Public Notice and Process Document for Sale of Financial Asset of VSJ Investments Private Limited

Disclaimer

This document shall be referred to as the Public Notice and Process Document (“**Process Document**”) for sale of a financial asset / loan account namely, MK Overseas Private Limited, which is classified as a non-performing asset (referred in this Process Document as “**Identified Asset**”) by VSJ Investments Private Limited (hereinafter referred to as “**VSJ**”). The sale will be conducted under the “Swiss Challenge Method”, based on an existing offer in hand, from a bidder, who will have the right to match the highest bid. The purpose of this document is to provide information to interested participants in respect of the sale of the Identified Asset to transferee(s) as per the Master Direction – Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021 dated September 24, 2021 (as amended, supplemented and replaced from time to time) (the “**RBI Master Directions**”) issued by the Reserve Bank of India (“**RBI**”).

It is presumed and understood that by participating in the sale process pursuant to this Process Document, each of the participating bidders has carried out their own independent due-diligence and assessment in respect of any or all matters, information, statements, etc. covered / sought to be covered or contained in this Process Document and any documents that may be provided by VSJ during the course of the process pursuant to this Process Document. Participating bidders should form their own views as to whether information provided herein or separately is relevant to any decisions that they take and should make their own independent assessment in relation to any additional information that they may require.

Notwithstanding anything contained in this Process Document, neither VSJ, nor its employees or its advisors accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Process Document, even if any loss or damage is caused by any act or omission on the part of VSJ or its employees or its advisors, whether negligent or otherwise.

Interested participants should note that they must have the capacity and legal competence to enter into and conclude the transaction for purchase of the Identified Asset in compliance with all applicable laws including the RBI Master Directions.

The information contained in this Process Document or any other information, which may be provided to interested participants is subject to change without prior notice. VSJ may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged sale process mentioned.

The sale of the Identified Asset is on “**As is where is, as is what is, whatever there is and without recourse basis**” in the manner set out in this Process Document.

The sale of the Identified Asset will be subject to the final approval by VSJ. VSJ reserves the right to alter, modify the terms and conditions of the proposed sale or to cancel the proposed sale at any stage of the transaction, without assigning any reason whatsoever. The decision of VSJ in this regard shall be final, binding and conclusive.

Process for Submission of Expression of Interest

A. Introduction

VSJ is a non-banking financial company registered with the RBI and is *inter alia* in the financial business.

B. About the Sale of Identified Asset

- VSJ invites Expressions of Interest ("**EoI**") from eligible transferee(s) for the purchase of the Identified Asset as per the extant RBI guidelines including the RBI Master Directions. The principal outstanding of the Identified Asset as on March 31, 2024 is INR 165,95,00,000/- (Indian Rupees One Hundred Sixty-Five Crores and Ninety-Five Lakhs only). The Identified Asset is being offered for sale on "**As is where is, as is what is, whatever there is and without recourse basis**" and only on:
 - 'Cash: Security Receipts (SRs)' basis with cash portion equal to at least 16.67% (Sixteen point sixty seven Percent) and remaining portion as SRs. ("**Cash:SR Basis**") only for eligible ARCs; or
 - 100% cash basis ("**Cash Basis**") for eligible ARCs and other permitted entities.
- VSJ is in receipt of a binding offer ("**Base Bid**") for acquisition of the Identified Asset from an eligible bidder (being an asset reconstruction company registered with the Reserve Bank of India) ("**Original Bidder**") for an overall purchase consideration of INR 110,00,00,000/- (Indian Rupees One Hundred Ten Crores only) to be paid from the sources of Security Receipts comprising of: 16.67% Security Receipts (i.e., INR 18,34,00,000/- (Indian Rupees Eighteen Crore and Thirty-Four Lakhs only)) to be subscribed by the Original bidder (cash to be received by VSJ); 83.33% Security Receipts (i.e. INR 91,66,00,000/- (Indian Rupees Ninety-One Crore and Sixty-Six Lakhs only) to be subscribed by VSJ (collectively, "**Offer Amount**"). Cut-off date i.e. the date up to which all realization/ recoveries shall be retained by VSJ is September 18, 2024. Payments, if any received, by VSJ into the Identified Asset being sold under this Process Document after the said cut-off date, shall be held by VSJ in trust for the benefit of the successful bidder.
- Further details of the Identified Asset and other relevant commercial terms of the Base Bid shall be shared with the interested participant after submission of duly signed Non-Disclosure Agreement and Letter of Intent by the interested participant in accordance with this Process Document.

C. Schedule of Sale Process

Sr. No	Activity	Indicative Date
1.	Uploading of sale publication on VSJ's website.	23 rd September, 2024
2.	Receipt of duly signed Letter of Intent, Non-Disclosure Agreement and EMD from the interested participants.	25 th September, 2024
3.	Completion of due diligence exercise by the interested participants who submit Letter of Intent Non-	7 th October, 2024

	Disclosure Agreement and furnishes EMD on or before due date	
4.	Submission of final binding counter bids by way of EOI under the Swiss Challenge Method	8 th October, 2024
5.	Exercise of ‘Right of First Refusal’ by the Original Bidder	9 th October, 2024
6.	Declaration of successful bidder	9 th October, 2024
7.	Execution of the Assignment Agreements and transfer of funds / purchase consideration.	Within 3 (three) working days of conveying VSJ’s approval to successful bidder or as may be agreed between the parties.

VSJ shall be entitled to, in its sole discretion, cancel or change or extend any timelines indicated above and the same shall be fully binding on the participating bidders.

D. Process for submission of Expression of Interest

1. The eligible transferee(s) as per the extant RBI guidelines including the RBI Master Directions, who are interested in participating in the sale process need to submit duly signed Letter of Intent (As per **Annexure 1**) and , Non-Disclosure Agreement (“**NDA**”) (As per **Annexure 2**), to VSJ in a sealed envelope to VSJ Investments Private Limited, G12, Raheja Center, Free Press Marg, Nariman Point, Mumbai- 400 021, addressed to Mr. Pawan Chhangani and scanned copies of the same by e-mail to accounts@apposite.co.in with Cc to vsjinvestments1993@gmail.com on or before 05.00 PM (IST) on 25th September, 2024 which may be taken note of and strictly adhered to since no further extension will be made. The drafts of the Letter of Intent and Non-Disclosure Agreement, as provided in Annexure 1 and Annexure 2 respectively, are final and no deviations from the same will be accepted. VSJ may entirely, at its own discretion, refuse to consider and/or accept any request from intending bidders for modifications in the said draft Letter of Intent and/or Non-Disclosure Agreement.
2. The interested participants are also required to furnish an earnest money deposit for an amount of INR 11,00,00,000/- (Indian Rupees Eleven Crores only) by way of NEFT/ RTGS/ IMPS (“**Earnest Money Deposit**” or “**EMD**”) on or prior to the date of submission of the Letter of Intent as per the above . The Bank account details for depositing EMD have been provided in **Annexure 4**. The EMD of the Successful Bidder(s) may be retained by the VSJ and adjusted towards purchase consideration, while the EMD of unsuccessful bidders shall be refunded within 7 (Seven) working days of declaration of successful bidder by VSJ. No interest shall be payable on the EMD. The EMD amount shall be liable for forfeiture without prior notice if the successful bidder fails to adhere to the terms and conditions of the sale hereunder.
3. It is hereby clarified that only those interested participants who submit the Letter of Intent and NDA and furnish EMD shall be eligible to participate in the sale process.

4. Further details of the Identified Asset will be made available on receipt of Letter of Intent and NDA duly executed by the interested participant and of EMD. Such details will be furnished on the basis of the available data and shall not be deemed to be a representation of VSJ about quality of assets. The prospective bidders shall conduct their own due diligence, investigation, analysis and independent verification.
5. The prospective bidders who have submitted the duly signed Letter of Intent and NDA, and have furnished the EMD within the above stipulated date shall, for conducting the due diligence, be given access to inspect the information and documents available with VSJ of the Identified Asset through a Virtual Data Room or in physical form, as decided by VSJ in its sole discretion. The relevant details in this regard will be communicated to the prospective bidders. In case, VSJ does not receive duly signed Letter of Intent, NDA or the EMD in accordance with this Process Document, on or before September 25, 2024, VSJ, in its sole discretion, reserves the right to proceed with the execution of Assignment Agreement and related documents with the original bidder and undertake the sale of Identified Asset anytime on or after 26th September, 2024.
6. For any queries or any clarification regarding the process, the email can be sent at accounts@apposite.co.in with Cc to vsjinvestments1993@gmail.com.
7. The due diligence process can be conducted till October 07, 2024 by a prospective bidder who submits Letter of Intent and Non-Disclosure Agreement and furnishes EMD as per above.
8. The prospective bidders can bid (Swiss Challenge) for the Identified Asset by submitting an EoI along with their bids (the minimum bid amount must be Offer Amount plus a mark-up of at least 15% (fifteen percent) over Offer Amount) and must be in Indian Rupees as per the format given in **Annexure 3** on or before 05.00 PM (IST) on October 08, 2024 (“**Due Date**”) in a sealed envelope superscribed with the words “Counter Bid for purchase of financial asset”) to Mr. Pawan Chhanganiat VSJ Investments Private Limited, G12, Raheja Center, Free Press Marg, Nariman Point, Mumbai- 400 021 and scanned copy of the same by e-mail to accounts@apposite.co.in with Cc to vsjinvestments1993@gmail.com. Please take note of and strictly adhere to the Due Date. It is to be further noted that the bids are to be given for the Identified Asset on either Cash Basis or Cash:SR Basis.
9. It must be noted that other commercial terms such as cash portion of total bid amount, management fee and upside sharing etc. should not be inferior to the Base Bid and these commercial terms will be taken into consideration while deciding the highest bidder.
10. It would be deemed that by submitting the EoI, the prospective bidder has read, understood, and has made a complete and careful examination of all the information given in this Process Document pertaining to the Identified Asset and has made its own due diligence in respect of the same and fully convinced and satisfied with the details of the loans and the title and marketability of the underlying securities comprising the Identified Asset. Neither VSJ nor its employees or its advisors are responsible or liable for any of the consequences arising therein or relating to it.
11. Prospective bidders are expected to submit their bid after an independent study and assessment in respect of the Identified Asset and value thereof before submitting their bids. By virtue of submission of the bid, it shall be deemed that the bidders have conducted their own independent due diligence at their own costs including verifying various legal proceedings, as well as ascertain the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to their satisfaction before submitting the bid irrespective of whether the documents/information provided in the due-diligence process disclose the foregoing or not. Any

bid made shall be deemed to have been submitted after complete satisfaction of bidders thereto and hence the participants shall not be entitled to make any representations or raise any query/objection to VSJ as to the title or condition of the Identified Asset or any part thereof or any liabilities/ encumbrances/ dues/ taxes/ levies irrespective as to whether they are disclosed or undisclosed.

12. It should be noted that VSJ does not make any representation as to the correctness, validity or adequacy, sufficiency or otherwise of any such information pertaining to liabilities, encumbrances, and statutory dues of the Identified Asset account. The bidders should do their own due diligence to verify the same. VSJ does not undertake responsibility for adequacy or sufficiency of information and documents related to financial assets in respect of the Identified Asset account.
13. The bidders should not limit or restrict their due diligence to the documents for assessing the complete risk or even for evaluating the Identified Asset.
14. The bidder is required to and must exercise utmost good faith, due care and diligence in the preparation and submission of the bid and must ensure that all information provided therein is accurate and complete.
15. Since the sale is under Swiss Challenge method, only counter bids are expected. The highest bid received, in accordance with this Process Document, will be conveyed to the Original Bidder, who has submitted binding/final offer before bidding, to enable the Original Bidder to exercise its right to match the highest bid. If the Original Bidder either matches the highest bid or bids higher than the highest bid, such bid shall become the winning bid; else, the highest bid shall be the winning bid. The final decision to sell/transfer the Identified Asset accounts shall be of VSJ.
16. The bidder shall be under its own obligation to follow all extant guidelines/notification issued by the Government of India / RBI/ Securities and Exchange Board of India / Indian Banks' Association /other regulators from time to time pertaining to transfer of stressed loan exposure.
17. Conditional and/or contingent bids shall be liable to be disqualified by VSJ.
18. The bidder shall not be entitled to withdraw or cancel the bid once submitted.
19. The successful bidders shall agree to take all the risks and responsibilities in respect of various agreements with the obligor and obligations/ contracts / liabilities undertaken by VSJ now due or that may become due in future.
20. All costs, expenses and liabilities incurred by each bidder in connection with the transaction of sale of the Identified Asset, including (without limitation) in connection with due diligence, preparation and/or submission of the bid, including fees and disbursements of its own advisors, if any, shall be borne and paid by such bidder, whether its bid is accepted or rejected for any reason and VSJ does not assume any liability whatsoever in this connection.
21. Any discussions or any clarifications, information sought or divulged with respect to the bid will not constitute an invitation or commitment by VSJ to enter into any agreement, undertaking or covenant with the bidder nor shall VSJ be liable to consummate or deal with any participant on the basis of such discussion, negotiation or information.
22. The successful bidder shall be solely and absolutely responsible for completion of all statutory, regulatory and other compliances for the assignment of Identified Asset including incurring of any costs, charges and expenses and payment of fees and duties (including the adjudication, stamp

duty and registration fee and other similar levy payable and whether payable in one or more states or jurisdictions), statutory and otherwise.

23. In those cases, where Insolvency and Bankruptcy Code, 2016 is invoked and NCLT proceedings are in progress, if any concurrence/permission of NCLT/Resolution Professional / Committee of Creditors is required, the same shall be the sole responsibility of the successful bidder.
24. VSJ reserves the right to alter and modify the terms and conditions of the proposed sale or to cancel the proposed sale at any stage of the transaction, without assigning any reason whatsoever. The decision of VSJ in this regard shall be final, binding, and conclusive. Please note that the sale shall be subject to final approval by VSJ.
25. The successful bidder will be intimated by VSJ after conducting bidding and following the Swiss Challenge process. After approval/confirmation of transfer of Identified Asset by VSJ, the same will be intimated to the successful bidder. Sale of Identified Asset to the successful bidder shall be effected by execution of the necessary and appropriate assignment agreement(s) and other related documents for assignment of the Identified Asset in favour of the successful bidder, which assignment shall be effective only upon receipt of the entire purchase consideration from the successful bidder. The draft assignment agreement and other documents which will be provided by VSJ to the interested participants upon submission of the Letter of Intent and Non-Disclosure Agreement will be adopted for the ensuing transaction. Submission of the bid shall be construed as unconditional acceptance of the same. In case of failure to deposit the balance amount of consideration (i.e. total purchase consideration less the Earnest Money Deposit) within the prescribed period, the EMD shall stand forfeited and no claim shall be entertained in respect thereof.
26. Please note that any taxes that may arise out of the transaction shall be payable by the successful bidder / transferee.
27. All the documents that the successful bidder has to collect from VSJ under the terms of the assignment agreement(s) will be held at the registered office of VSJ at VSJ Investments Private Limited, G12, Raheja Center, Free Press Marg, Nariman Point, Mumbai- 400 021 / the appropriate security trustee's relevant office until collected by the successful bidder during normal office hours on or after the execution of assignment agreement(s) and at any date within 45 (forty-five) days of the execution of assignment agreement(s). It should be noted that it shall be the sole responsibility of the successful bidder, at its own cost and expense, to collect the aforesaid documents from the office of VSJ.
28. VSJ may, at any time until actual assignment and for any reason, without giving any reason thereof, cancel the sale process and in its sole discretion follow a different method for sale/transfer of the Identified Asset which may not be mentioned above or change/extend the deadlines/timelines outlined in this Process Document. VSJ shall communicate such change/extension/cancellation, if any, to the bidders. Upon such action, VSJ's decision in this behalf shall be final and binding on all the prospective bidders.
29. VSJ reserves the right to accept/reject any bid, irrespective of whether such bid is of highest amount or not, without assigning any reasons at its discretion. The decision of VSJ in this regard shall be final and conclusive.
30. In the event of any dispute and /or difference on the point of meaning or definition of any particular word used in this Process Document or, in respect of interpretation of any clause of this

Process Document or, this Process Document as a whole or, in respect of sequence of events mentioned therein, decision of VSJ shall be final and binding on all the parties concerned.

31. Disputes, if any, arising between the parties in relation to this Process Document shall be settled by way of mutual discussion and in case an amicable settlement is not reached, shall be subject to jurisdiction of courts situated at Mumbai, and governed in accordance with the laws of India.
32. VSJ has absolute and unimpeachable right with respect to all the matters starting from receiving, considering, accepting the bid or transferring the Identified Asset and such right without limitation encompasses right to not to receive, not to consider, not to accept the bid and decide not to transfer the Identified Asset. VSJ would not entertain any claim from any interested participant / bidder in this regard.
33. VSJ may, at its sole discretion, add, amend, vary, modify, delete, any of the conditions of this Process Document as may be deemed necessary in the light of the facts and circumstances and also issue one or more addenda, corrigendum as required without giving any reasons thereto.

For **VSJ Investments Private Limited**

Sd/-

Authorised Signatory

Date: September 23, 2024

Place: Mumbai

Annexure 1

Letter of Intent (On Interested Participant's Letter Head)

Date: [●]

To

VSJ Investments Private Limited
G12, Raheja Center, Free Press Marg,
Nariman Point,
Mumbai- 400 021

Sir / Madam,

Sub: Sale of financial asset by VSJ Investments Private Limited.

1. We refer to the Public Notice and Process Document, available on the website of VSJ Investments Private Limited (“**VSJ**”), dated September 23, 2024, on the proposed sale of financial asset / loan account namely, MK Overseas Private Limited ("**Identified Asset**").

2. We hereby confirm our intention to proceed with due diligence of the Identified Asset being put up for sale by VSJ.

3. We hereby confirm that:

a) we are eligible and have the financial capacity to conclude the purchase of the Identified Asset in accordance with the applicable laws and regulations of India;

b) subject to our findings and pursuant to the due diligence review, we intend to submit an Expression of Interest for the Identified Asset being sold by VSJ along with our bid on

(Please select one of the below and fill in the necessary details)

100% Cash basis

‘Cash: Security Receipts (SRs)’ basis comprising of _____percent Security Receipts to be subscribed by us (cash to be received by VSJ) and _____percent Security Receipts to be subscribed by VSJ.

c) in undertaking this transaction, we have no conflict of interest with and are not related, directly or indirectly, to VSJ.

d) we have furnished an earnest money deposit for an amount of INR 11,00,00,000/- (Rupees Eleven Crores only) by way of NEFT/ RTGS/ IMPS (the “**Earnest Money Deposit**”). We also understand that the Earnest Money Deposit shall be retained by VSJ and returned / adjusted only after the declaration of successful bidder.

4. Details of bank account where Earnest Money Deposit to be refunded in case of unsuccessful bid:

Name and Address of the Bank: _____

Account no.: _____

IFSC code: _____

5. Details of the Contact person/Authorised signatory (maximum two) with address, contact no and Email ID for all correspondences in relation to transaction, including are as under:

Name and designation	Contact No.	Address	Email address

6. In case the inspection of information and documents for conducting due diligence is made available through a Virtual Data Room, please grant access of Virtual Data Room to [*email ids*].
7. In case the inspection of information and documents for conducting due diligence is made available in physical form, the details of authorized officials (maximum three) to visit the physical data room is as follows:

Name and designation	Contact No.	Address	Email address

8. Enclosed hereto are: (a) our RBI Registration Certificate; (b) Non-Disclosure Agreement duly signed by us;(c) Certified true copy of the board resolution authorizing the prospective bidder to participate in the purchase of the Identified Asset; (d) Authority letter in favour of the authorized signatory acting on behalf of the prospective bidder; (e) proof of payment of the Earnest Money Deposit (“**EMD Payment Receipt**”)

With regards,

<**Authorized Signatory**>

Encl.

1. RBI Registration Certificate
2. NDA
3. Board Resolution
4. Authority Letter
5. EMD Payment Receipt

Annexure 2

Non-Disclosure Agreement

[(To be stamped as an agreement cum Indemnity)]

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“this Agreement”) is executed at the place and on the date as specified in the Schedule attached hereto (“**Date of Execution**”) by and between:

THE PERSONS as more particularly described in the Schedule hereunder (hereinafter referred to as “**Receiving Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **FIRST PART**;

and

VSJ INVESTMENTS PRIVATE LIMITED, with corporate identity number U65910MH1993PTC297964 having its registered office address at G12, Raheja Center, Free Press Marg, Nariman Point, Mumbai- 400 021, Maharashtra (hereinafter referred to as “**VSJ**” 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 VSJ are hereinafter collectively referred to as “the Parties” and individually as “the Party”.

For the purpose of this Agreement:

“Receiving Party” means party who receives Confidential Information. “Disclosing Party” means party who discloses Confidential Information.

WHEREAS 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 purchase of a financial asset classified as non-performing asset (Identified Asset) as per the guidelines of the Reserve Bank of India. In the course of such discussions and negotiations, it is anticipated that the Disclosing Party may disclose or deliver to the Receiving Party certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Purpose**”).

AND WHEREAS 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.

AND WHEREAS for the protection of the Confidential Information, the Parties have decided to enter into this Agreement on the terms and conditions as mentioned hereinafter.

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

1. **Confidential information:** “Confidential Information” means all information disclosed / furnished by either of the Parties to another Party in connection with the business transacted / to be transacted between the Parties. Confidential Information shall include any copy, abstract,

sample, note or module thereof in hard/soft copies and shall also include and not be restricted to data, documents and/or material information thereof.

The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

2. **Non-disclosure**: The Receiving Party shall not commercially use or disclose any Confidential Information, or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party who need to have access to and knowledge of the Confidential Information solely for the Purpose authorised above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a non-disclosure agreement with the Receiving Party that contains terms and conditions which are at minimum, as restrictive than as the ones set out in this Agreement. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure.

The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information by any person or entity, which is in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall accordingly be liable for such breach in terms hereof.

Provided that the Receiving Party may disclose Confidential Information required to be disclosed under law, under the order of any court, tribunal or government, statutory or regulatory authorities, or governmental agency as so required by such order, provided that the Receiving Party shall, first notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective orders relating to such disclosure.

3. **Publications**: Neither Party shall make news releases, public announcements, give interviews, issue, or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term**: This Agreement shall be effective from the Date of Execution and shall terminate on the expiry date, being earlier of:
 - (a) the date falling one month from the Date of Execution, and
 - (b) the consummation of the transaction contemplated herein.

Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and 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. The receiving party is obliged to keep the Confidential Information received by it confidential even after expiry or 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.

5. **Title and Proprietary Rights**: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all

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

6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the disclosing party, certify in writing that the Receiving Party has complied with the obligations, set forth in this paragraph.
7. **Indemnity:** The Receiving Party promises to indemnify the Disclosing Party against any loss, prosecution, costs, liability, claims, damages caused, and expenses suffered or incurred by the Disclosing Party as a result of any act or omission or negligence or misrepresentation of the Receiving Party or its employees/agents in pursuance of this Agreement.
8. **Damages:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Receiving Party will be liable to pay the Disclosing Party damages which would be equivalent to the Offer Amount as defined in the Public Notice and Process Document dated 23rd September, 2024, issued by VSJ.
9. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
10. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This agreement may be amended or modified only with the mutual written consent of the Parties. Neither this agreement nor any right granted hereunder shall be assignable or otherwise transferable.
11. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier or by electronic mail, to a Party at its address as set out below:

Disclosing Party Name: VSJ Investments Private Limited

Address: G12, Raheja Center, Free Press Marg, Nariman Point, Mumbai- 400 021, Maharashtra.

Attention: Mr. Pawan Chhangani

Email: accounts@apposite.co.in with Cc to vsjinvestments1993@gmail.com

The address of the Receiving Party is as stipulated in the Schedule hereunder.

Or as otherwise specified by a Party by notice in writing to the other Party.

12. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and the competent courts situated at Mumbai shall have exclusive jurisdiction over any matters arising hereunder.
13. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights, or any right of third persons.

The Parties represent and warrant that the persons executing this Agreement are duly authorised to execute this Agreement for and on its behalf.

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

For and on behalf of

[Name of Receiving Party]

(Authorized Signatory)

[(Name and designation of Authorised Signatory)]

For and on behalf of

VSJ INVESTMENTS PRIVATE LIMITED

Pawan Chhangani

Authorised Signatory

THE SCHEDULE

Sr. No.	Particulars	Description
1.	Details of the Receiving Party	[●], a company incorporated under the Companies Act, 1956 / 2013 and registered as a [●], having its Registered Office at [●], represented by its authorised signatory, Mr. /Ms. [●], which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns);
2.	Date of Execution of Agreement	
3.	Place of execution of Agreement	Mumbai
4.	Notice	Name: [●] Address: [●] Attention: [●] Email: [●]

Annexure 3

Expression of Interest

(To be issued on the letter head of the Bidder)

Date: _____

To

VSJ Investments Private Limited

G12, Raheja Center, Free Press Marg,
Nariman Point,
Mumbai- 400 021

Sir / Madam,

Sub: Sale of financial asset by VSJ Investments Private Limited.

1. We refer to the Public Notice and Process Document dated 23rd September, 2024 (“**Process Document**”). We hereby express our interest to acquire the financial asset put up for sale by VSJ pursuant to the said Process Document.
2. We hereby confirm that:
 - a) being duly authorised to represent and act for and on behalf of _____ and having studied and fully understood all the information provided in the above referred Process Document, the undersigned hereby apply as a bidder for the purchase of Identified Asset (*as defined in the Process Document*) of VSJ accordingly to the terms and conditions as specified in the Process Document after completing our diligence process, understanding all consequences and with full satisfaction;
 - b) the PAN of the bidder is _____;
 - c) VSJ is hereby authorised to conduct any inquiries/investigation, without being bound to do so, to verify the statements, documents and information submitted in connection with the bid;
 - d) VSJ and its authorised representatives may contact the following person(s) for any further information – _____;
 - e) We are eligible and have the financial capacity to conclude the purchase of the Identified Asset in accordance with the applicable laws and regulations of India; and
 - f) in undertaking this transaction, we have no conflict of interest with and are not related, directly or indirectly, to VSJ.
3. Along with our bid, we have also enclosed information/documents as required to evaluate our bid, and all such documents are to be considered as part of our bid.
4. The details of our bid are as follows:

[Purchase consideration of INR [●]/- (Indian Rupees [●] only) on a Cash:SR Basis for the Identified Asset]

OR

[Purchase consideration of INR [●]/- (Indian Rupees [●] only) on a Cash Basis for the Identified Asset]¹

5. Enclosed hereto are: (a) Certified true copy of the board resolution authorizing the submission of this EOI; and (b) Authority letter in favour of the authorized signatory acting on behalf of the bidder to sign and submit this EOI;
6. Details of the contact Person / authorised signatory with address, contact no and email ID is as under:

Contact Person / Authorised Signatory	
Address	
Contact No. & Email Id	

With regards,

<Authorised Signatory>

Encl

1. Board Resolution
2. Authority Letter

¹ Please retain the relevant portion only.

Annexure 4

Details of Bank accounts for depositing Earnest Money Deposit

Beneficiary Name	VSJ Investments Pvt Ltd
Name of the bank	VSJ Investments Pvt Ltd
Type of Account	Current
A/c no.	50200071717510
Branch	Nariman Point
IFS Code	HDFC0000001