



ORIENTAL BANK OF COMMERCE

Offer Document

For

Sale of Stressed Financial Asset

Issued by OBC

Date: 13-03-2019



ORIENTAL BANK OF COMMERCE

(A Govt. of India Undertaking)

Stressed Asset Management Vertical, Corporate Office

Plot No.5, Sector-32, Institutional Area, Gurugram-122001

Ph: 0124-4126124, E-Mail: samv@obc.co.in

Sale of Stressed Financial Assets

Oriental Bank of Commerce invites Expression of Interest from Asset Reconstruction Companies (ARCs)/Banks/Non Banking Financial Companies (NBFCs)/Financial Institutions (FIs) for the proposed sale of its Stressed Financial Asset/s comprising 2 accounts with principal balance of ₹ 109.92 Crore (approx).

Offers are to be submitted for 1 account on 68:32 Cash:SR structure and 1 account on Full Cash basis. The sale shall be on “**As is Where is and What is Where is basis**” and **without recourse basis**. Eligible prospective bidders are requested to intimate their willingness to participate by way of an ‘**Expression of Interest**’ (Eoi) to be sent to the Dy. General Manager (Stressed Asset Management Vertical) at Corporate office – Plot No.5, Institutional Area, Sector 32, Gurugram (Haryana) 122001, by post/hand delivery or by e-mail (samv@obc.co.in) of scanned copy by 5.00 P.M. on or before 18-03-2019. Kindly refer to the Bank’s Website at www.obcindia.co.in for further details.

Gurugram

Date: 13-03-2019

Sd/-

General Manager
(Stressed Asset Management Vertical)



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Disclaimer

Oriental Bank of Commerce (hereinafter called OBC or the Bank) invites Offers for sale of its 2 Stressed Financial Assets having total principal outstanding ₹109.92 crore (approx). This Offer Document (**OD**) contains the terms & conditions on which Offers are being invited for sale of Stressed Assets. This OD for sale of Stressed Assets of OBC together with the information provided by the Bank comprises the only information package which is being made available to the Participants for sale of selected Stressed Assets by the Bank in accordance with the details contained herein. This OD is for the exclusive use of the Participants and is to be used solely in accordance with the terms set out in the Confidentiality Agreement (**CA**) that will be entered into between the respective Participants and OBC. It is informed that all prospective bidders, including Asset Reconstruction Companies with whom Non Disclosure Agreements had been executed in the past are not required to execute the CA.

Neither OBC nor its employees/associates make any representation as to the validity or adequacy, sufficiency or otherwise of any such information provided. The Participants should do their own due-diligence to verify the same. OBC does not undertake responsibility for adequacy or sufficiency of information and documents related to financial assets in respect of Stressed Assets identified for sale. The Participants should not limit or restrict their due-diligence to the documents for assessing the complete risk or even for evaluating the Stressed Assets Account. The delivery of this OD does not constitute an Offer to sell, or a solicitation of an Offer to buy any Stressed Asset/s. The delivery of this OD to any person does not confer on such person any right or entitlement to participate in the sale process described herein and does not obligate OBC to accept any Offer, application or request for information from any person. OBC reserves the right to reject, in whole or in part, any applications, which are submitted to it and any offers which are offered to it. It is within the sole discretion of OBC to select persons and /or entities which may participate in the



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sale process described herein, including the acceptance of any Offer. This Offer Document has not been filed, registered or approved by any regulatory or judicial authority. Recipients of this document should inform themselves of and observe any applicable legal requirements. OBC and its representatives will not be responsible for compliance with the same. Participants should note that they must have the eligibility and capacity to enter into and conclude the sale process in compliance with all applicable laws and RBI guidelines on the subject.



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II. Introduction

- 1) OBC invites Offers for sale of 2 Stressed Assets having principal outstanding of ₹109.92 crore (approx).
- 2)

S. No.	ACCOUNT	Principal (₹ in crore)	Bidding Structure
1)	Spentex Industries Ltd	95.64	68:32 CASH:SR
2)	Roselab Polymers Limited	14.28	Full Cash
TOTAL		109.92	

- 3) Offers (EoI) may be submitted by the Asset Reconstruction Companies (ARCs)/Banks/NBFCs/FIs – hereinafter called as prospective bidders, on format **Annexure-A**
- 4) Interested Parties should submit their Offers as per the Bidding Structure indicated in the table above.
- 5) The sale of Stressed Assets shall be on '**as is where is & what is where is**' basis and on **without recourse basis**.
- 6) The cut-off date for the purpose of sale is the date of closing of the data room.
- 7) OBC shall have the sole right to shortlist the Participants.
- 8) On receipt of the Confidentiality Agreement (CA) duly executed, the shortlisted eligible Participants (Herein after referred to as Participant) will be provided brief details of the Stressed Financial Assets on sale. Such information is furnished on the basis of the available data and shall not be deemed to be a representation of OBC about quality of assets. Participants shall conduct their own due diligence, investigation, analysis and independent verification.
- 9) In case of Accounts on Cash:SR structure, Management fee would be 2% per annum of Net Assets Value at the lower end of the range of the



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NAV specified by the Credit Rating Agency, provided that the same is not more than the acquisition value of the underlying asset.

- 10) In case of Accounts on Cash:SR structure, Recovery incentive will be given to the ARCs @ 5.00% of the value of Bank's SR's redeemed within one year from the date of Assignment Agreement and @4.00% of the value of SR's redeemed after 12 months but before 48 months from the date of Assignment Agreement. No recovery incentive to be paid thereafter.
- 11) In case of Account on Cash:SR structure, The upside ratio will be 50:50 for Bank:ARC.
- 12) Participants may address all communications or enquiries relating to the Stressed Assets, the sale process or this Offer Document in writing to;

Dy. General Manager

Stressed Asset Management Vertical

Oriental Bank of Commerce

Plot no. 5, Sector 32, Institutional Area, Gurugram – 122 001

Ph: 0124-4176962, E mail: samv@obc.co.in; recovery@obc.co.in



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III: Eligible Participants

1. The Eligible Participants are :
 - a) the ARCs within the meaning of and/or under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 registered with RBI in accordance with the said Act
 - b) Banks.
 - c) NBFCs
 - d) FIs

-who have the eligibility and capacity to enter into and conclude the sale process in compliance with all applicable laws and RBI guidelines on the subject.
2. Participants should first submit their technical bids in the form of acceptance of Terms of Technical Bid contained in page nos.18-21 of this document, along with their Expression of Interest (EoI) and Board Resolution/POA/Authority Letter authorizing the signatory to sign the EoI in support of their eligibility to buy such assets from OBC. However, the Participants should themselves ensure that they are eligible for buying the Stressed Financial Assets.
3. The shortlisted eligible Participants, who are found eligible on the basis of the Technical Bids submitted by them and have executed the CA, shall be provided the Preliminary Information Memorandum of the Stressed Financial Assets on sale and will be allowed to visit the data rooms on the dates allocated for the same.
4. The details of stressed financial assets and respective Reserve Price shall be provided to the eligible participant after execution of the CA with them.
5. If an ARC/NBFC/Other Financial Institution is having any share in account which is in the list of Accounts under Swiss Challenge, then the



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respective share percentage must be revealed to Bank while submitting the EOI and while bidding for the account in E-Auction mode.

IV: Schedule of Sale Process

The indicative time frame is as under and subject to change as per the Bank's discretion.

Sl. No.	Activity	Date & Time
1.	Release of EOI Notice	13-03-2019
2.	Receipt of EOI & Technical Bid & Execution of CA	18-03-2019
3.	Due diligence exercise (Data Room Visit)	13-03-2019 to 26-03-2019 (Both dates inclusive)
4.	Informing names of the Authorized Official(s) along with their contact details (mobile number, e-mail ids etc.) to enable us to issue passwords and explaining them the procedure to bid through e-auction portal of the bank.	18-03-2019
5.	Allotment of User ID password for e-Bidding	21-03-2019
6.	Resolution of Queries	13-03-2019 to 26-03-2019 (Both dates inclusive)
7.	Bid submission by e-Auction	27-03-2019
8.	Conclusion of transaction and payment of consideration	30-03-2019

In case of any discrepancy of dates between this offer schedule and at any other place in the offer document, the dates mentioned in the offer schedule shall prevail.



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V: Due Diligence Exercise & Data Room

1. OBC would open data rooms at following places –

S. No.	ADDRESS OF DATA ROOM
1	Oriental Bank of Commerce Stressed Asset Management Vertical, 1 st Floor Corporate Office, Plot no. 5, Institutional Area, Sector 32 Gurgaon.
2	Oriental Bank of Commerce Large Corporate Branch, 14 th Floor Maker Tower, F Wing Cuffe Parade, Mumbai – 400005

2. However, OBC may at its sole discretion, open additional data rooms at a different place that it may decide. Eligible Participants shall be communicated the dates and venue of their visit to the data room allotted to them. The data room shall be open only during office hours on all working days. Only authorized representatives of eligible participants, who are bound by CA, will be allowed access to the Data-Room on the date and venue to be allotted and communicated to Eligible Participants.
3. OBC does not make any representation as to the validity or adequacy, sufficiency or otherwise of any information provided. The Participants should do their own due-diligence to verify the same. OBC does not undertake responsibility for adequacy or sufficiency of information and documents related to financial assets in respect of Stressed Assets accounts. The Participants should not limit or restrict their due-diligence to the documents for assessing the complete risk or even for evaluating the Stressed Assets.
4. The Participant shall submit any queries that they may have pursuant to the due diligence by email and/or in person to the data rooms opened for this purpose as mentioned hereinabove.



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5. OBC shall attempt to respond to queries received on or before the last date of scheduled date of resolution of queries. Any queries received after the said date shall not be entertained. OBC shall attempt to reply to the Queries raised by the Participants, as far as practicable. However, the Bank does not undertake to respond to any or all the Queries raised by the participants.

6. Each Participant and its representative must agree to comply with the terms of CA. The Participants shall be provided photocopies of any documents or softcopies of any documents in the data room either in case of portfolio sale or in case of sale of single Stressed Financial Asset, for their perusal. However, participants or their authorized representative are not allowed to carry any documents or soft copies of any documents outside the Data Room/Office of OBC. Any violation in compliance of the same may result in a participant being eliminated from participating in the sale process and/or OBC pursuing remedies against such Participant.



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VI: Offer Submission

1. Offers in the form of Commercial Bids (Price Bids) are to be submitted by the eligible participants as per the Bidding Structure indicated earlier in this Offer Document.
2. The Offers are being invited for the Stressed Financial Assets as on the Cut-Off Date, the Cut-Off date being the date of closing of data rooms.
3. All Offers should be submitted through online mode on the e-auction platform of the service provider selected by OBC.
4. The details and modalities of the e-auction, including the details of the e-auction service provider shall be provided to the eligible participants after execution of CA.
5. The bidder has to himself ensure that he is qualified, competent and authorized to bid for the stressed financial assets of OBC.
6. The person bidding should be authorized by a Power of Attorney/ Board Resolution as given in the **Annexure- C** hereto (if applicable) by the company/institution on behalf of which the person is making the bid.
7. The Participant shall not be entitled to withdraw or cancel his Offer once submitted. Offers shall remain valid for a period of 60 days from the date of submission of Offer. Under no circumstance the Asset Reconstruction Companies (ARCs)/Banks/Non Banking Financial Companies (NBFCs)/ Financial Institutions (FIs) can withdraw the offer Expression/Bids once submitted.



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8. The sale of Stressed Financial Assets is subject to the approval of competent authority of OBC. OBC also reserves the right to reject any offer without assigning any reasons thereto.
9. The Participants shall exercise utmost good faith, due care and diligence in preparation and submission of their Offer and must ensure that all information provided therein is accurate and complete.
10. By virtue of submission of the Offer, it shall be deemed that the Participants have conducted their own independent due diligence at their own costs including verifying various legal proceedings as well as ascertained the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to their satisfaction before submitting the Offer. Any Offer made shall be deemed to have been submitted after complete satisfaction of Participants thereto and or all claims there against and due proper inspection and hence the Participants shall not be entitled to make any representation or raise any query/ objection to OBC as to the title or condition of the Secured Financial Assets or any part thereof or any liabilities/ encumbrances/ dues/ taxes/ levies irrespective as to whether disclosed or undisclosed. Participants are expected to submit their Offer with independent professional, financial and legal advice for studying, assessing and analyzing the Financial Assets in respect of Stressed Accounts and value thereof before submitting their Offers. OBC does not assume any responsibility for the same.
11. OBC reserves the right to reject any Offers that does not conform to the conditions stipulated herein.



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VII: e-Auction and Bid Evaluation

1. The online bidding through e-auction mode will be conducted on 27-03-2019.
2. The bidders shall agree to the terms and conditions of the Bank after logging into the e-auction platform prior to bidding, in case they are desirous of submitting their price bids.
3. The bidders will be able to view the bids of other bidders without knowing the identity of the bidder during the course of the e-auction.
4. Evaluation of the Offers shall be at the sole discretion of OBC and shall be subject to the approval of the competent authority of OBC.
5. Conditional & Contingent Offers shall be liable to be disqualified by OBC.
6. The Reserve Price for the assets shall be provided to the eligible participants after execution of CA with them.
7. OBC reserves the right to evaluate the bids and declare the highest bidder after receipt of bids on the e-auction platform.
8. OBC also reserves its right to negotiate for further improvement of the offer price with the highest bidder and may negotiate for further improvement, at its sole discretion, with the highest bidder. After negotiations with the highest bidder/s and subject to approval from competent authority, OBC shall declare the successful participant with whom Assignment Agreement shall be executed.
9. Inter se bidding is allowed. After e-auction and evaluation of the bids, inter-se bidding will be held if the same rate/amount is offered by more than one bidder for any single asset/entire portfolio. Further negotiation may be held with the highest bidder by the General Manager (Stressed Asset Management Vertical) for improvement of offer.
10. In case of failure/technical difficulties experienced on e-auction platform on the date of e-auction, the date and time of e-auction shall be rescheduled at the sole discretion of OBC.



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VIII: Legal Documentation and File Transfer

1. The highest bidder, on being accepted / confirmed as the successful bidder by the competent authority, would have to pay the purchase consideration and also execute the Assignment Agreement within the time period specified in the communication of acceptance / confirmation given by OBC, for the said account. In case buyer seeks any extension for execution of Assignment Agreement, the same shall be with the prior approval of OBC.
2. As from the date of execution of the Assignment Agreements as aforesaid in favor of the Successful Participants/Assignees as aforesaid, all the rights and corresponding duties and obligations of OBC in respect of the subject case shall vest in the Assignee. Accordingly, OBC shall not continue attending/ pursuing / defending the legal cases which may have been filed in relation to the subject case.
3. All available records including the available documents/files relevant to the Stressed Assets will be made available by OBC to the Successful Participants only after the execution of the Assignment Agreement and on receipt of the Sale Consideration in full. It shall be sole responsibility of the Assignee to collect the documents/records/files from the various offices of OBC at their own cost within a period of 30 days from the date of execution of the Assignment Agreement. If any document has been executed/deposited with OBC on behalf of other institutions/banks, such documents shall be handed to any of such participating institution/bank or released by OBC only after the receipt of NOC from all concerned institutions/banks/parties.
4. It is clarified that any payments received by OBC in respect of the Stressed Assets after the cutoff date (date of opening of data room) will be held by OBC, in trust for the benefit of the Successful Participants in respect of such Financial Asset, and upon execution of the related Assignment Agreement and / or transfer instrument, OBC shall hand



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over such amounts to the Successful Participants or its duly authorized agent.

5. OBC reserves its right to withdraw the account from the sale before the receipt of price bids received from the Participants / bidders.
6. Please note that any taxes that may be arising out of the transaction shall be payable by the purchaser.
7. Any claims from statutory authorities pertaining to any account shall be the responsibility of the assignee.
8. In the event of there being any dispute and / or difference on the point of any meaning or definition or any other aspects in any document or in relation to interpretation of any clause in any document submitted for scrutiny or the PIM etc, the decision of OBC shall be final and binding on all parties concerned.



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IX: Default in payment by the Successful Participants

In case the entire Sale Consideration is not paid within the timeline specified in the bid acceptance letter by OBC, the process of sale of the Stressed Assets to the respective Successful Participants would stand cancelled without any notice and OBC shall have the right to pursue the remedies available to it at its own choosing against the defaulting successful participant.

X: Force Majeure

OBC shall not be liable for any failure or delay in performance due to any cause beyond its control including but not limited to fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, natural calamities, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of government machinery and failure/technical difficulties faced on e-auction platform.

XI: Governing Laws/ Jurisdiction

The provisions of this offer document shall be governed by the laws of India. Disputes, if any, shall be subject to exclusive jurisdiction of Delhi Courts only.



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XII: Terms of Technical Bid

1. The prospective buyer has the eligibility and capacity to enter into and conclude the sale process in compliance with all applicable laws and RBI guidelines on the subject.
2. The Successful Participants shall bear the expenses related to stamping, registration or any other incidental expenses.
3. All costs, expenses and liabilities incurred by each Participants in connection with the Transaction, including (without limitation) in connection with Due Diligence, preparation and/or submission of the Offer, including fees and disbursements of its own advisors, if any, shall be borne and paid by such Participants, whether its Offer is accepted or rejected for any reason, and OBC does not assume any liability whatsoever in this connection.
4. Any discussions or any clarifications, information sought or divulged with respect to the Offer will not constitute an invitation or commitment by OBC to enter into any intent, motive, agreement, undertaking or covenant with the Participants nor shall OBC be liable to consummate deal with any Participant on the basis of such discussion, negotiation or information.
5. OBC may, at any time and for any reason, without giving any reason thereof, change/extend the deadlines/time-lines and shall communicate such change/extension individually to each Participant.
6. The Successful Participants shall be solely and absolutely responsible for completion of all statutory, regulatory and other compliances for the said purpose 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.
7. The Successful Participants shall be required to indemnify and keep OBC indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties,



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expenses (including attorney's fees and court costs and any expenses incurred by OBC for the enforcement of this indemnity), which OBC may suffer as a result of any deficiency in respect of adjudication of stamp duty, payment of the same on the Assignment Agreements or Transfer instrument to be executed in favour of the Successful Participants by OBC for assignment in respect of Stressed Assets.

8. OBC reserves its right to cancel the Process of sale of Stressed Financial Assets at any stage before final confirmation and in that event, in absolute discretion, to follow a different method for sale/ transfer of the financial assets which may not be mentioned in this Offer Document. Such action/ decision in this behalf shall be final and binding on all the Participants(s).
9. OBC reserves the right to accept/reject any Offer without assigning any reasons at its sole discretion and reserves the right to call off the process. OBC's decision in this regard shall be final and conclusive.
10. If by the terms of Sale, any act would be required to be performed on or within a period ending on a day, which is not a Business Day, then it shall be performed, on or by the immediately succeeding Business Day.
11. In the event of any dispute and /or difference on the point of meaning or definition of any particular word used in this document or, in respect of interpretation of any clause of this "Offer Document" as a whole or, in respect of sequence of events mentioned therein, decision of the General Manager, (Stressed Asset management Vertical) OBC shall be final and binding on all the parties concerned.
12. OBC at its sole discretion, reserves the right to modify the terms of sale, addition/withdrawal of cases, change in tranche composition, at any stage without assigning any reason. OBC reserves the right to reject and/or cancel or defer the sale of the Stressed Financial Assets at any stage without assigning any reason.



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13. No interested party or any representatives will have any contact with a borrower or owner or operator of any security for the Stressed Financial Assets in connection with any inspection or otherwise.
14. Participants should note that they must have the capacity to enter into and conclude the sale process in compliance with all applicable laws.
15. The sale of Stressed Financial Assets is subject to the approval of competent authority of OBC. OBC also reserves the right to reject any offer without assigning any reasons thereto. The final date of payment shall be within 30 days of declaring the Highest Bidder. The highest bidder will be declared within 30 days of submission of Bid.
16. Any legal complication/financial liability arising out of the probable sale of the asset/assets, before or after the Sale shall be borne by the Asset Reconstruction Companies (ARCs)/Banks/Non Banking Financial Companies (NBFCs)/ Financial Institutions (FIs).
17. The Successful Participants shall be required to indemnify and keep OBC indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by OBC for the enforcement of this indemnity), which OBC may suffer as a result of any order / judgment / directions of any court/ authority/tribunal/forum in respect of any action taken by the Successful Participant after the sale of Stressed Financial Assets. All liability arising in future in connection with the Stressed Financial Assets/ being sold will be of the purchaser of the Stressed Financial Asset/s, if the said liability/ies is connected with the action taken place after the sale of Stressed Assets. However, the outstanding non fund based facility, if and when OBC is required to pay and is so paid by OBC, the successful participant undertakes to acquire the said asset at the same percentage of entire sale consideration amount to principal amount at which the Stressed Financial Asset/s of the same borrower have been acquired by the successful participant from OBC.



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18. Offers /bids may be submitted by the prospective bidders:
 - I. Reserve Price of the assets put up for sale shall be disclosed at the time of sending PIMs after execution of CA.
 - II. Other terms & conditions will be as per Assignment Agreement.
 19. After online bidding, inter-se bidding will be held if the same rate/amount is offered by more than one prospective bidder for any single Stressed Asset. Further negotiation may be held with the highest bidder by the General Manager (Stressed Asset Management Vertical) for improvement of offer.
 20. Selection of the successful participant will be at the sole discretion of the Bank.
 21. The Bank reserves the right to reject and/or cancel or defer the sale of Stressed Asset/s without assigning any reason

XIII: Notices

Any written notice or other written communication to be given under this offer document shall be sent by registered or certified mail, or by speed post / courier, at the address/ email of the Bank as set forth herein below.

The Deputy General Manager (Stressed Asset Management Vertical)
Oriental Bank of Commerce
Plot no. 5, Sector-32, Gurugram-122001,
Haryana;
Tele: 0124-4126124
samv@obc.co.in



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Ph: 0124-4126124, E-Mail: samv@obc.co.in

Annexure-A

(Letter head of Participant)

Expression of Interest (Format)

Date:

To,

Dy. General Manager,

Stressed Asset Management Vertical,

Oriental Bank of Commerce, Corporate Office

Plot No. 5, Sector 32,

Institutional Area Gurugram – 122 001

Sub: Expression of Interest (EoI) for purchase of Stressed Financial Assets of Oriental Bank of Commerce (OBC)

Dear Sir,

We refer your advertisement dated xxxxxxx regarding sale of Stressed Financial Assets of OBC, and the terms and the conditions of the sale as contained in the Offer Document dated xxxxxxx issued by the OBC on its website and confirm that we have the eligibility and capacity to enter into and conclude the sale process in compliance with all applicable laws and RBI guidelines on the subject.

1. Being duly authorized to represent and act for and on behalf of _____, and having studied and fully understood all the terms and conditions mentioned in/ information provided in the Offer Document dated xxxxxxx issued by the OBC on its website, the undersigned hereby expresses its interest in participating in the process of sale of Stressed Financial Assets of OBC according to the terms and conditions of the Offer as contained in the Offer Document dated xxxxxxx issued by OBC.

2. We are ready and willing to execute the Confidentiality Agreement (CA) and authorize Sh. /Ms. _____ to execute the CA on our behalf. (Duly



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(A Govt. of India Undertaking)

Stressed Asset Management Vertical, Corporate Office

Plot No.5, Sector-32, Institutional Area, Gurugram-122001

Ph: 0124-4126124, E-Mail: samv@obc.co.in

Certified copy of Board Resolution/ authority letter authorizing the signatory to sign the CA and identity proof of Sh. /Ms. _____ is enclosed).

3. This Eol is made with full understanding that:
 - a. This Offer is unconditional, irrevocable and binding in all respects.
 - b. OBC reserves the right to reject or accept any Offer, cancel the process of sale of Stressed Financial Assets, and/or reject one or more or all Offers. The Bank shall not be liable for any of the actions and shall be under no obligation to inform the Participants of the same.
 - c. We agree to all the conditions stated in the Offer Document dated xxxxxxx, which are applicable to the sale of Stressed Assets.
4. We agree to all the terms of the Technical Bid as contained in page nos. 18-21 of the Offer Document dated xxxxxxx issued by OBC.
5. The Legal Documents of OBC are acceptable to us in all respects and for closure of the deal, we are willing for and on behalf of to execute the Assignment Agreement with OBC as per draft approved by IBA after payment of full consideration on or before the dates to be intimated in due course.
6. I, the undersigned declare the statements made, and the information provided in the duly completed Offer forms enclosed are complete, true and correct in every aspect.

Name: _____

For and on behalf of

(Name of Participant)

Enclosure :-

1. Documentary proof of eligibility of participating and completing the sale process in compliance with all applicable laws and RBI guidelines on the subject. (Copy of registration/permission/licence etc. issued by RBI)
2. Board Resolution/POA/Authority Letter authorizing the signatory to sign the Eol on behalf of the participant.



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Annexure-B

FORMAT OF POWER OF ATTORNEY FOR SIGNING OFFER FOR PURCHASE OF STRESSED ASSETS

(On a Stamp Paper of Rs.100/-)

POWER OF ATTORNEY

Know all men by these presents, we (Name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms..... (name and address of residence) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Offer for the purchase of Stressed Financial Assets of OBC , including signing and submission of all documents and providing information / responses to OBC, representing us in all matters before OBC, and generally dealing with OBC in all matters in connection with our Offer.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I Accept

..... (Signature)

(Name Title and Address of the Attorney)



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ANNEXURE - C

CONFIDENTIALITY AGREEMENT

(To be stamped as an agreement)

This Agreement is made on the _____ day of _____,
_____.

BETWEEN

_____ **LIMITED** a company
incorporated under the having its registered office at

_____. (hereinafter referred to as “_____” which expression unless
repugnant to the context or meaning thereof be deemed to include its
successors and assigns) of the **ONE PART**;

AND

Oriental Bank of Commerce, a body corporate constituted under The Banking
Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having its
Registered Office at Harsh Bhavan, E- Block, Connaught place, New Delhi 110
001 and Corporate Office at Plot no. 5, sector 32, Institutional Area, Gurugram
– 122 001 (hereinafter referred to as “OBC” which expression unless repugnant
to the context or meaning thereof be deemed to include its successors) of the
OTHER PART.

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

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the
establishment of a business relationship between themselves. In the course of
such discussions and negotiations, it is anticipated that each Party may
disclose or deliver to the other 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”).

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

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



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between them in connection with the Purpose. Confidential Information shall specifically include any information regarding the stressed financial assets of OBC including the list of accounts, which OBC may, at its sole discretion, share with the other party and generally include, but not be limited to, any copy, abstract, extract, sample, note, list or module etc. thereof.

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or government agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

- 2. Non-disclosure:** The Receiving Party shall not disclose or commercially use any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Confidentiality Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement.



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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 hereof and shall continue till expiration or termination of this agreement due to cessation of the business relationship between _____ and OBC. It is clarified that the business relationship of sale/purchase of stressed financial assets shall be treated as continuing business relationship though the actual sale/purchase may happen on different dates, till such time either party is in the business of sale/purchase of stressed financial assets. 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 and all copies, abstracts, extracts, samples, notes or modules thereof. The obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.
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 any 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



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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. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations in this agreement, 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 mentioned in this agreement.
8. **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.
9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the exclusive jurisdiction of the courts in Delhi.
10. **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.

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

For and on behalf of

(Company/Institution)

For and on behalf of OBC