

HDFC BANK

HDFC Bank Limited

CIN:L65920MH1994PLC080618 | Registered office: HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400013 | Contact person: Mr. Anirudh Bhargav | Website: www.hdfcbank.com

We understand your world

Invitation for counter bids for sale of Financial Assets of identified Borrower(s) under the Swiss Challenge Method

HDFC Bank Limited ("HDFC"), intends to sell non-performing assets on their books ("Proposed Sale"), the details of which are more particularly set out hereinbelow ("Financial Assets") under the 'Swiss Challenge Method' based on an existing offer received from a bidder for acquisition of the Financial Assets ("Anchor Bid"). HDFC now invites counter bids from eligible transferee(s) as per the Master Direction - Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021 dated September 24, 2021 (as may be updated and amended from time to time) issued by the Reserve Bank of India for the sale of Financial Assets.

Borrower	Total outstanding amount (as on October 15, 2024) (Rs. In Crore)	Anchor Bid (Rs. In Crore)	Terms of sale
M. K. Overseas Private Limited	79.08	40	As per the terms and conditions set out under the public notice document which can be accessed on the website of HDFC (www.hdfcbank.com) ("PND").

The Proposed Sale shall be undertaken on an 'as is where is, as is what is and without recourse' basis.

- The eligible interested applicant is required to provide bids for the Financial Assets being sold by HDFC, as per the terms set out in the PND. The sale will be conducted as per the terms, conditions and procedure set out in the PND.
- Please note that the Financial Assets will be auctioned as a single pool of asset(s), at the sole discretion of HDFC. Further, HDFC reserves the right to sell the assets in whole or in part, to include additional assets and/or withdraw all or any of the assets, at any stage of transaction, at its sole discretion, without assigning any reasons therefor. HDFC reserves the right to amend, cancel, alter, modify the terms and conditions of the Proposed Sale at any stage of the process, without assigning any reason whatsoever. The decision of HDFC in this regard shall be final, binding, and conclusive. Please note that the sale shall be subject to final approval by HDFC. Further more, HDFC reserves the right to admit any person at any stage of the process, as an interested party including for submission of bids or thereafter.
- The interested bidders may contact the following representative of HDFC, for detailed terms and conditions of the Proposed Sale:

Name	Mobile number	E-mail ID
Mr. Anirudh Bhargav	+91 88021 12088	anirudh.bhargav@hdfcbank.com
Mr. Jogendra Singh	+91 9999706063	jogendra.singh@hdfcbank.com

- The detailed process, timelines and terms of the Proposed Sale shall be set out under the PND. Interested parties are required to submit to HDFC, the Expression of Interest ("EoI"), Non-Disclosure Agreement ("NDA"), along with such other documents as may be required and, in the manner, set out under the PND.
- The EoI, NDA and other relevant documents stipulated under the PND are to be sent to HDFC Bank Limited, Department For Special Operations, 6, Gulab Bhawan Bahadur Shah Zafar Marg, New Delhi – 1100 02 and scanned copies of the same to be e-mailed to anirudh.bhargav@hdfcbank.com, jogendra.singh@hdfcbank.com on or before 5.30 PM IST on November 06, 2024.
- Please note that submission of the EoI shall be subject to the terms and conditions set out in PND, to the satisfaction and sole determination of HDFC.

Date: October 30, 2024
Place: Delhi

Authorised Signatory
For HDFC Bank Limited

HDFC BANK

We understand your world

एचडीएफसी बैंक लिमिटेड

सीआईएन : एल65920एचएच1994पीएलसी080618 | पंजीकृत कार्यालय : एचडीएफसी बैंक हाउस, सेनापति बापट मार्ग, लोवर परेल (पश्चिम), मुंबई - 400013 | संपर्क हेतु व्यक्ति : श्री अनिरुद्ध भार्गव | वेबसाइट : www.hdfcbank.com

स्विस चैलेंज विधि के तहत पहचाने गए उधारकर्ता(ओं) की वित्तीय परिसंपत्तियों की बिक्री के लिए काउंटर बोलियों के लिए निमंत्रण एचडीएफसी बैंक लिमिटेड ("एचडीएफसी"), अपनी बहियों ("प्रस्तावित बिक्री") पर अ-निष्पादनकारी परिसंपत्तियों को बेचने का इरादा रखता है, जिसके विवरण ("वित्तीय परिसंपत्तियाँ") विशेष रूप से, वित्तीय परिसंपत्तियों के अधिग्रहण के लिए एक बोलीदाता से प्राप्त किसी मौजूदा प्रस्ताव ("एंकर बोली") के आधार पर 'स्विस चैलेंज विधि' के तहत, नीचे दिये गये हैं। एचडीएफसी अब वित्तीय परिसंपत्तियों की बिक्री के लिए भारतीय रिजर्व बैंक द्वारा जारी दिनांक 24 सितंबर 2021 के मास्टर निर्देश - भारतीय रिजर्व बैंक (ऋण जोखिमों का हस्तांतरण) निर्देश 2021 (जैसा कि समय-समय पर अद्यतन और संशोधित किया जा सकता है) के अनुसार पात्र हस्तान्तरणकर्ता(ओं) से प्रति बोलियाँ निमंत्रित करता है।

उधारकर्ता	कुल बकाया राशि (15 अक्टूबर 2024 के अनुसार) (₹ करोड़ में)	एंकर बोली (₹ करोड़ में)	बिक्री की शर्तें
एम. के. ओवरसीज प्राइवेट लिमिटेड	79.08	40	सार्वजनिक सूचना प्रलेख के तहत निर्धारित नियमों और शर्तों के अनुसार जिसे एचडीएफसी की वेबसाइट (www.hdfcbank.com) ("पीएनडी") पर देखा जा सकता है।

प्रस्तावित बिक्री 'जैसी है जहां है, जैसी है जो है और बिना किसी सहारे' आधार पर की जाएगी।

- पात्र इच्छुक आवेदक को पीएनडी में निर्धारित शर्तों के अनुसार एचडीएफसी द्वारा बेची जा रही वित्तीय परिसंपत्तियों के लिए बोलियाँ प्रदान करना आवश्यक है। बिक्री पीएनडी में निर्धारित नियमों, शर्तों और प्रक्रिया के अनुसार संचालित की जाएगी।
- कृपया ध्यान दें कि वित्तीय परिसंपत्तियों की नीलामी एचडीएफसी के एकमात्र विवेक पर, परिसंपत्तियों के एकल पूल के रूप में की जाएगी। इसके अलावा, एचडीएफसी अपने विवेक पर, लेन-देन के किसी भी चरण में, बिना कोई कारण बताए, परिसंपत्तियों को पूरी तरह या आंशिक रूप से बेचने, अतिरिक्त परिसंपत्तियों को शामिल करने और/या सभी या किसी भी परिसंपत्ति को वापस लेने का अधिकार सुरक्षित रखता है। एचडीएफसी प्रक्रिया के किसी भी चरण में, बिना कोई कारण बताए, प्रस्तावित बिक्री के नियमों और शर्तों को संशोधित, रद्द, परिवर्तित, संशोधित करने का अधिकार सुरक्षित रखता है। इस संबंध में एचडीएफसी का निर्णय अंतिम, बाध्यकारी और निर्णायक होगा। कृपया ध्यान दें कि बिक्री एचडीएफसी द्वारा अंतिम अनुमोदन के अधीन होगी। इसके अलावा, एचडीएफसी प्रक्रिया के किसी भी चरण में, बोलियाँ प्रस्तुत करने या उसके बाद, इच्छुक पक्ष के रूप में किसी भी व्यक्ति को स्वीकार करने का अधिकार सुरक्षित रखता है।
- इच्छुक बोलीदाता प्रस्तावित बिक्री की विस्तृत शर्तों और नियमों के लिए एचडीएफसी के निम्नलिखित प्रतिनिधि से संपर्क कर सकते हैं :

नाम	मोबाइल नंबर	ई-मेल आईडी
श्री अनिरुद्ध भार्गव	+91 88021 12088	anirudh.bhargav@hdfcbank
श्री जोगेंद्र सिंह	+91 9999706063	jogendra.singh@hdfcbank.com

- प्रस्तावित बिक्री की विस्तृत प्रक्रिया, समयसीमा और शर्तें पीएनडी के तहत निर्धारित की जाएंगी। इच्छुक पक्षों को एचडीएफसी के पास अभिरुचि की अभिव्यक्ति ("ईओआई"), अ-प्रकटीकरण समझौता ("एनडीए"), और ऐसे अन्य दस्तावेज जमा करने होंगे जो आवश्यक और पीएनडी के तहत निर्धारित तरीके से हो सकते हैं।
- पीएनडी के तहत निर्धारित ईओआई, एनडीए और अन्य प्रासंगिक दस्तावेज एचडीएफसी बैंक लिमिटेड, विशेष परिचालन विभाग, 6, गुलाब भवन बहादुर शाह जफर मार्ग, नई दिल्ली - 110002 को भेजे जाने चाहिए और उनकी स्कैन की गई प्रतियाँ 6 नवंबर, 2024 को शाम 5.30 बजे आईएसटी को या इससे पहले anirudh.bhargav@hdfcbank.com, jogendra.singh@hdfcbank.com पर ईमेल की जानी चाहिए।
- कृपया ध्यान दें कि ईओआई जमा करना, एचडीएफसी की संतुष्टि और एकमात्र निर्धारण के अनुसार, पीएनडी में निर्धारित नियमों और शर्तों के अधीन होगा।

दिनांक : 30 अक्टूबर 2024

स्थान : दिल्ली

प्राधिकृत हस्ताक्षरकर्ता

कृते एचडीएफसी बैंक लिमिटेड



PUBLIC NOTICE DOCUMENT FOR SALE OF FINANCIAL ASSETS UNDER SWISS CHALLENGE METHOD (“PUBLIC NOTICE DOCUMENT” / “PND”)

HDFC Bank Limited (“**HDFC**”), intends to sell non-performing assets on their books (“**Proposed Sale**”), the details of which are more particularly set out under **Annexure A** hereto (“**Financial Assets**”) under the ‘Swiss Challenge’ method based on an existing offer received from a bidder for acquisition of the Financial Assets (“**Anchor Bid**”). HDFC now invites counter bids from eligible transferee(s) as per the *Master Direction - Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021* dated September 24, 2021 (as may be updated and amended from time to time) issued by the Reserve Bank of India for the sale of Financial Assets.

Borrower	Total outstanding amount (as on October 15, 2024) (Rs. In Crore)	Anchor Bid (Rs. In Crore)	Terms of sale
M. K. Overseas Private Limited	79.08	40	100% (One Hundred Percent) cash basis

The Proposed Sale shall be on an ‘*as is where is, as is what is and without recourse*’ basis.

I. Terms and Conditions for Sale:

1. The Proposed Sale will be auctioned as a single pool of asset(s), at the sole discretion of HDFC. Further, HDFC reserves the right to sell the Financial Assets in whole or in part, to include additional assets and/or withdraw all or any of the assets, at any stage of transaction, at its sole discretion, without assigning any reason thereof. HDFC reserves the right to amend, modify, cancel, alter the terms and conditions of the Proposed Sale at any stage of process, without assigning any reason whatsoever. The decision of HDFC in this regard shall be final, binding and conclusive. Furthermore, HDFC reserves the right to admit any person at any stage of the process, as an interested party including for submission of bids or thereafter.
2. The Proposed Sale is a sale under the ‘Swiss Challenge’ method. HDFC has received an Anchor Bid for acquisition of the Financial Assets pertaining to the borrower further detailed under **Annexure A** (“**Borrower**”). The list of underlying securities envisaged to be assigned along with the Financial Assets under the Proposed Sale will be provided to the prospective counter bidders (“**Interested Parties**” / “**Interested Bidders**”), who submit the expression of interest (“**EoI**”), non-disclosure agreement (“**NDA**”) and such other documents as may be required, in the manner provided in this Public Notice Document.
3. This Public Notice Document sets out the terms and conditions of the Proposed Sale and the bidding process being undertaken under the ‘Swiss Challenge’ method, based on which the Interested Bidders may submit their respective bid and deposit/remit the earnest money deposit (“**EMD**”) details of which EMD are provided in Section IV hereinbelow, for acquisition of the said Financial Assets on a 100% (One Hundred Percent) cash basis (“**Counter Bids**”).
4. The Proposed Sale by HDFC is on an ‘*as is where is, as is what is and without recourse*’ basis, based on the Anchor Bid. The Anchor Bid is only for the assignment/ transfer of the abovementioned Financial Assets. Further, the Proposed Sale is subject to the guidelines and regulations issued by the Reserve Bank of India, from time to time.

II. Disclaimer

1. Neither this Public Notice Document nor the public auction notice, the fact of their distribution, nor anything contained herein or therein, or anything in relation thereto, should form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment or investment decision whatsoever. This Public Notice Document does not solicit any action based on the material contained herein. Nothing contained in this Public Notice Document, including opinions (if any),

materials relating thereto, is intended to be construed as legal, accounting or tax advice by HDFC, the professional advisors to HDFC or any legal or other advisor or consultant appointed by HDFC.

2. The information contained in this Public Notice Document and disclosed pursuant to the terms hereof has been collated from information available with HDFC for the preliminary reference of the recipients to make their own evaluation of the Financial Assets and does not purport to be accurate, comprehensive or complete. All information provided herein and/or disclosed pursuant to the issue of this Public Notice Document has not been independently verified. All recipients should conduct their own diligence, investigation and analysis of the Financial Assets and the data set forth in this Public Notice Document and otherwise provided verbally or through any other medium. While this Public Notice Document has been prepared in good faith, no representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by HDFC and any of its professional or legal advisors, officers, employees, or agents in relation to the accuracy, fairness, authenticity or completeness of this Public Notice Document or any other written or oral information made available to any interested party or its advisors and any such liability is expressly disclaimed. By placing a bid in pursuance to the terms set out in this Public Notice Document, the Interested Bidder acknowledges and undertakes that they would not raise the veracity, accuracy or completeness of any information provided herein as a defense in any proceeding or before any forum. Moreover, there would also be no liability of HDFC and any of its professional or legal advisors, officers, employees, or agents for the information and the process provided herein.
3. No statement, fact, information (whether current or historical) or opinion contained herein should be construed as a representation or warranty, express or implied, of HDFC and any of its professional or legal advisors, officers, employees, or agents, and none of them shall be held liable for the authenticity, correctness or completeness of any such statements, facts or opinions. This Public Notice Document has not been filed, registered or approved and will or may not be filed, registered, reviewed or approved by any statutory or regulatory authority in India or by any stock exchange in India or any other jurisdiction, and has not been approved, reviewed or recommended by the Securities and Exchange Board of India ("SEBI"). This Public Notice Document is not all-inclusive and does not contain all of the information that the recipient may consider material for the purpose of the Proposed Sale. Each recipient acknowledges that it shall conduct its own investigations, diligence, and analysis and shall check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Public Notice Document and obtain independent advice from appropriate sources, and it shall be their sole responsibility to assess the market and the market position of the Financial Assets, and shall form its own view of the potential future performance of the business of the Borrower(s) and/or any of the Financial Assets.
4. HDFC gives no undertaking to provide the recipient with access to any additional information or to update this Public Notice Document or to correct any inaccuracies in it. HDFC reserves the right, without giving reasons, at any time and in any respect, to amend or terminate the process set herein or to terminate negotiations with any Interested Bidder. The issue of this Public Notice Document shall not be deemed to be any form of commitment on the part of the HDFC to proceed with the Proposed Sale.
5. The Interested Bidder acknowledges that it shall not use any information provided herein and/or disclosed pursuant to the terms hereof to cause an undue gain or undue loss to HDFC, Borrowers and/or any other person. The Interested Bidder shall comply with all applicable laws, as may be replaced, amended or supplemented from time to time, in respect of all information provided herein and/or disclosed pursuant to the terms hereof. Further, the Interested Bidders acknowledge that ownership of all information of HDFC including all intellectual property rights and related rights of information provided under this Public Notice Document and/or disclosed pursuant to the terms hereof and any improvement, derivative, enhancement, modification and recommendation based on the same shall belong and shall be the exclusive property of HDFC. The Interested Bidder will protect all intellectual property rights of HDFC in respect to this Public Notice Document (and/or any other information provided by HDFC pursuant to this Public Notice Document).
6. HDFC shall not be liable under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any damages or loss, whether direct or indirect, incidental, special, or consequential including loss of revenue or loss of profits that may arise from or in connection with, or be

incurred or suffered on account of the use of this Public Notice Document, anything contained in this Public Notice Document or otherwise (including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this document and any assessment, assumption, statement or information contained therein or deemed to form part of this Public Notice Document), or due to participation by the Interested Bidders in in this bid, including for the Interested Bidder whose bid is not accepted by HDFC and/or any Interested Bidder who is unable to submit a bid and/or bid which is not considered by HDFC.

7. The issue of this Public Notice Document or public auction notice does not imply that HDFC is bound to select an Interested Bidder as the Successful Bidder (*as defined hereinbelow*). HDFC has the right, in its sole discretion and at any time, to reject any and/or all bids including Anchor Bid submitted in relation to the Proposed Sale, to accept any such proposal, to terminate further participation in the investigation and proposal process by, or any discussions or negotiations with, any recipient at any time, to change the procedure under which such transaction process is conducted, to modify the scope of the Proposed Sale and to terminate the bidding process in its entirety, all without providing any notice or reason, at its sole discretion and without incurring any liability therefore. The decision of HDFC in this regard shall be final and binding.
8. The Interested Bidders are prohibited from giving or offering any gift, bribe or inducement and any attempt to any such act on behalf of an Interested Bidder towards HDFC and any of its professional or legal advisors for showing any favour in relation to this Public Notice Document, shall render the Interested Bidder to such liability and penalty as HDFC may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder. Neither the information in this Public Notice Document nor any other written or oral information provided by the HDFC and any of its legal or professional advisors, affiliates, directors, agents, consultants, representatives and employees is intended to form the basis of or the inducement for submission of any document or information or bid by any Interested Bidders or for any investment activity.
9. This Public Notice Document is subject to update, expansion, revision and amendment at the sole discretion of HDFC, without the requirement of prior notices to the intended recipients.

III. Submission of Expression of Interest and Non-Disclosure Agreement

1. Interested Bidders are requested to intimate their interest to participate in the process contemplated in this Public Notice Document, by way of an “Expression of Interest” (“**EoI**”) (*in the format set out under **Annexure B** of this Public Notice Document*). The EoI should be strictly in the form and manner prescribed under this Public Notice Document.
2. Interested Bidders shall be required to sign a non-disclosure agreement (“**NDA**”) in the format set out under **Annexure C** hereto with HDFC and submit the same along with the EoI. The EoI shall be submitted through e-mail to anirudh.bhargav@hdfcbank.com & jogendra.singh@hdfcbank.com and the signed EoI together with the duly executed NDA should be delivered by post / courier / hand delivery to the following address within the timelines as indicated in this Public Notice Document:

Address: HDFC Bank Limited,
Department For Special Operations,
6, Gulab Bhawan Bahadur Shah Zafar Marg, Delhi – 110 002

Contact details:

Name	Mobile number	E-Mail ID
Mr. Anirudh Bhargav	+91 88021 12088	anirudh.bhargav@hdfcbank.com
Mr. Jogendra Singh	+91 99997 06063	jogendra.singh@hdfcbank.com

3. The authorised officials of the interested parties shall submit the EoI in a sealed envelope superscribed with the words “**EoI for purchase of Financial Assets of HDFC Bank**” addressed to Mr. Anirudh Bhargav / Mr. Jogendra Singh and should be delivered at HDFC Bank Limited, Department for Special Operations, 6, Gulab Bhawan, Bahadur Shah Zafar Marg, Delhi – 110 002 and e-mail scanned copies of the same to anirudh.bhargav@hdfcbank.com & jogendra.singh@hdfcbank.com. HDFC will not be liable for any delay in delivery / damage to the envelope containing EoI during transit.
4. After submitting the EoI and the NDA (*before the due date and as per the timelines as indicated in this Public Notice Document*), each Interested Bidder shall be provided access to the offline/online data room for conducting their due diligence. The data room shall be accessible between 10:00 AM IST to 06:00 PM IST from November 08, 2024 to November 17, 2024 at HDFC Bank Limited, Department For Special Operations, 6, Gulab Bhawan, Bahadur Shah Zafar Marg, Delhi – 110 002, Nothing contained in the data room is or shall be relied upon as a promise or representation or a warranty, whether as to the past, current, or future performance of the Borrowers. Further, HDFC shall have no responsibility to arrange any site visit for the purpose of due diligence and the same shall be carried out by Interested Bidders at their own cost and expenses, if they so desire and it is further clarified that HDFC shall not have any liability whatsoever to the Interested Bidder(s) including relating to or resulting from the use of the information shared in the data room or any clarifications thereof.

IV. **Submission of Earnest Money Deposit at the time of submission of the bid**

1. An Interested Bidder shall, upon the completion of the due diligence and at the time of submitting a bid for the purchase of the Financial Assets, deposit a non-interest-bearing refundable deposit of Rs. 4,00,00,000/- (Rupees Four Crore Only) towards the EMD. The monies transferred as the EMD shall constitute an ‘earnest money deposit’ for the bidding in relation to the Proposed Sale.
2. The EMD shall be paid by the following modes:
 - (a) by way of a demand draft (“**DD**”) drawn in favor of HDFC Bank Limited payable at New Delhi; or
 - (b) by RTGS, into the bank account of HDFC as provided hereinbelow:

Account Name:	DFSO TRANSITORY ACCOUNT
Account No:	57500000904261
Bank Name:	HDFC Bank Limited
Branch:	Worli Sandoz House Branch
IFS Code:	HDFC0000240

along with the bid, prior to participating in the auction.

3. EMD in any other form apart from DD/ RTGS, for example, in cheque (*including cheque made “good for payment”*), bank guarantee, bid bonds, call deposit, etc. will not be acceptable.
4. The Interested Bidder shall deposit the EMD at the time of submission of their bid, in accordance with the terms of this Public Notice Document. In case the Interested Bidder does not submit EMD along with their bid, in accordance with the terms of this Public Notice Document, then the submission of the bid will not be considered a valid submission.

V. **Bidding Process**

1. Participation by the Interested Bidder(s) in the process contained herein shall be deemed to constitute unconditional acceptance of all the terms and conditions of this Public Notice Document by the Interested Bidder(s). Further, the submission of a bid by an Interested Bidder implies that such Interested Bidder has obtained all the clarifications required. The Interested Bidder(s) should thoroughly satisfy themselves about the nature, conditions and quality of the Financial Assets.
2. Any bids made by any Interested Bidder in relation to the Proposed Sale shall be submitted on ‘100% (One Hundred Percent) cash basis’.

3. The Interested Bidder should confirm that they have complied with / agree to comply with all the statutory formalities/ guidelines/ regulations/ circulars *inter alia*, issued by the Reserve Bank of India, SEBI, Companies Act, 2013 and/or other applicable laws, read along with relevant rules and other relevant statutory provisions as applicable to the sale/transfer of Financial Assets.
4. The Interested Bidder should submit a resolution passed by the board of directors/ power(s) of attorney duly supported by the board resolution authorising the signatories for the bid process.
5. Interested Bidders are expected to participate in the bidding process with independent study and assessment and value thereof before participation in the bidding process. By virtue of participation in the bidding process, it shall be deemed that the Interested Bidders have conducted their own independent due diligence at their own costs including verifying various legal proceedings, as well as ascertaining the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to their satisfaction.
6. HDFC shall share data only to such Interested Bidders who are found to be eligible to participate in the Proposed Sale contemplated herein in terms hereof, to enable participation in the process, which will take place as per the timelines indicated in this Public Notice Document.
7. The Counter Bid, if any, to the Anchor-bid shall start with a mark-up of Rs. 2,00,00,000/- (Rupees Two Crore Only). HDFC shall declare the highest counter bid as the “**Challenger Bid**” and the person giving the Challenger Bid as the “**Challenger Bidder**”.
8. In the event there are two or more Interested Bidders who submit a Challenger Bid of the same amount, HDFC shall conduct an *inter-se* bidding process between such Interested Bidders to identify the highest Challenger Bidder.
9. If HDFC does not receive any bid from the Interested Bidders within the timelines prescribed in this Public Notice Document or if the bid received is less than the aggregate sum of the Anchor Bid and the mark-up of Rs. 2,00,00,000/- (Rupees Two Crore Only) then, the Anchor Bidder will be declared the bidder whose bid will be accepted by HDFC. The bidder i.e., Challenger Bidder/ Anchor Bidder submitting the highest bid, shall be declared as the successful bidder (“**Successful Bidder**”) and will execute the assignment agreement in relation to the sale of the Financial assets (“**Assignment Agreement**”) and pay the amount to acquire the Financial Assets promptly, irrespective of the timelines prescribed under this Public Notice Document.

VI. Right to match

1. Upon declaration of the highest Challenger Bidder, the Anchor Bidder shall have the right to match, the said highest Challenger Bid. Accordingly, the Anchor Bidder shall communicate its decision, whether it shall match the said highest Challenger Bid or not, within the timelines as stipulated under this Public Notice Document. If no communication is received from the Anchor Bidder pertaining to matching of the highest Challenger Bid within the timelines stipulated herein, it would be deemed that the Anchor Bidder has waived its right to match said Challenger Bid. In case the Anchor Bidder matches the highest Challenger Bid or bids higher than the said Challenger Bid, HDFC shall declare the Anchor Bidder as the Successful Bidder; else, the highest Challenger Bidder shall be declared as the Successful Bidder by HDFC.
2. The EMD of the Challenger Bidder shall be retained and adjusted towards part sale consideration in case the Challenger Bidder emerges to be the Successful Bidder. In case the Anchor Bidder matches the Challenger Bid, the EMD of the Challenger Bidder shall be refunded on or prior to November 29, 2024. No interest shall be payable on the EMD.

VII. Other terms

1. Subject to payment of full consideration within the timelines as indicated in this Public Notice Document, the Successful Bidder shall have to execute the Assignment Agreement for the Proposed Sale and/or any

other document as per the format prescribed by HDFC. The draft of the Assignment Agreement shall be shared by HDFC to the Successful Bidder and shall be executed on mutually agreed terms.

2. Thereafter, the Successful Bidder shall arrange to take / collect the security/loan documents from HDFC at a mutually convenient date and time, within 60 (Sixty) days from the date of execution of the assignment agreement.
3. HDFC can invoke and appropriate the EMD at any time, without making any reference to the relevant Interested Bidder, and irrespective of any ongoing dispute or litigation, upon the occurrence of any of the following conditions:
 - (a) Any of the conditions under this Public Notice Document are breached by the relevant Interested Bidder (including the timelines prescribed in this Public Notice Document); or
 - (b) Any wrongful disclosure or misrepresentation is made by the Interested Bidder in any of the documents or undertakings submitted to HDFC pursuant to this Public Notice Document; or
 - (c) Any information provided by the Interested Bidder, which is incomplete, inaccurate or incorrect; or
 - (d) The relevant Interested Bidder is found to be ineligible to submit the bid under Section 29A of the Insolvency and Bankruptcy Act, 2016 or any other applicable law or is found to have made a false or misleading declaration of eligibility under Section 29A of the Insolvency and Bankruptcy Code, 2016; or
 - (e) Any non-compliance with this Public Notice Document and/or the bid, as the case may be, submitted by it; or
 - (f) The bid submitted is contingent or conditional; or
 - (g) If the Successful Bidder fails to pay the purchase consideration or sign the assignment agreement within the timelines prescribed in this Public Notice Document.
4. It is clarified that any invocation of the EMD by HDFC shall not limit and is in addition to any rights or remedies that HDFC may have under applicable law, equity, or otherwise, against any Interested Bidder or the Successful Bidder, as the case may be.
5. The EMD will be forfeited if the Interested Bidder withdraws or modifies its bid after the submission.
6. The Successful Bidder shall be solely and absolutely responsible for the completion of all statutory, regulatory, other compliances and all costs and expenses towards stamp duty and registration charges/taxes, if any towards transfer/ assignment of asset shall be borne by the Successful Bidder.
7. All costs, expenses, taxes, stamp duties and liabilities incurred by each Interested Bidder in connection with the transaction contemplated in this Public Notice Document, including (*without limitation*) in connection with due diligence, including fees of its own advisors, if any, shall be borne and paid by such Interested Bidder, and HDFC does not assume any liability whatsoever in this connection. Further, each Interested Bidder may be liable to indemnify HDFC against all losses, damages, costs and expenses including legal costs, in the event of any claims or actions which may arise against HDFC on account of breach of any obligation or terms or conditions by such Interested Bidder, as set out in this Public Notice Document.
8. Notwithstanding anything contained in the Public Notice Document, HDFC has a right to alter, accept, annul, modify terms and conditions of the said auction / transaction, issue clarification, accept, reject, and suspend a bid without assigning any reason at any stage of the Proposed Sale. HDFC reserves the right to reject any/all bids or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale including timelines for auction without any prior notice and/or without assigning any reasons thereof.
9. HDFC reserves the right to reject the bid and/or to annul the counter bid process, at any time, without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. HDFC reserves the right to not go ahead with or cancel and/or postpone the proposed sale at any stage, without assigning any reason. The decision of HDFC in this regard shall be final and binding.
10. HDFC shall reserve the right not to respond to any query or provide any clarification to the Interested Bidder, at its sole discretion and no extension of time and date referred in the Public Notice Document

shall be granted based on not having received response to clarifications sought from HDFC.

11. It shall be deemed that by submitting a Counter Bid, the Interested Bidder has:
 - (a) made an independent, complete and careful examination of the Public Notice Document;
 - (b) received all relevant information/ clarification in relation to the Anchor Bid;
 - (c) satisfied itself about all matters, things and information necessary and required for submitting a Challenger Bid in accordance with the Public Notice Document and performance of all its obligations thereunder;
 - (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Public Notice Document or ignorance of any of the matters referred to in the Public Notice Document shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from HDFC, or a ground for termination of any agreement;
 - (e) acknowledged that it does not have a conflict of interest with the interests of HDFC in respect of submitting a Counter Bid;
 - (f) agreed to be bound by the terms of this Public Notice Document and the terms hereof;
12. While this Public Notice Document has been prepared in good faith on the basis of the information provided by HDFC, HDFC shall not be liable for any omission, mistake or error on account of any matter or thing arising out of or concerning or relating to the Public Notice Document. In this regard, neither HDFC, its representatives nor its advisors make any representation or warranty nor shall have any responsibility or liability whatsoever, whether in contract, tort or otherwise, for any direct, indirect or consequential loss in respect of any statements or omissions under this Public Notice Document or otherwise. Any liability is expressly disclaimed by HDFC, its representatives and advisors, even in the event such loss has occurred on account of any act or omission on the part of HDFC, its representatives and advisors.
13. It shall be deemed that by submitting the Counter Bid, the Interested Bidder agrees and releases HDFC, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the Public Notice Document, pursuant hereto, and/or in connection with the selection process, to the fullest extent permitted by applicable laws, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
14. All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in the appropriate court having jurisdiction in New Delhi.
15. The indicative time schedule for completion of the Proposed Sale contemplated in this Public Notice Document is given below, which is to be adhered to by all participants:

Activity	Timeline
Submission of EoI (in the form and manner set out under Annexure B of this Public Notice Document), NDA and the following documents: <ol style="list-style-type: none">a. Board Resolution in favour of the person signing EoI along with authorisation to submit the bid;b. Documentary evidence of the net-worth of the Interested Bidder/participant for the last 3 (Three) financial years;c. Documentary proof of liquidity;d. Duly authenticated copies of constitutional documents;e. Evidence of the submission of the EMD;f. Duly authenticated copies of KYC of the authorized signatory.g. Details of shareholders/ promoters/ KMP/ board	On or before 5.30 PM (Indian Standard Time ("IST")) on November 06, 2024

<p>of directors and their relatives.</p> <p>h. A notarized affidavit cum declaration, in the format provided under Annexure E hereinbelow, confirming therein that the Interested Bidder/participant is not disqualified to submit its bid in terms of Section 29A of Insolvency and Bankruptcy Code, 2016;</p> <p>i. Duly authenticated copy of certificate of registration issued by Ministry of Corporate Affairs; and</p> <p>j. Duly authenticated copy of Certificate(s) issued by Reserve Bank of India.</p> <p>k. Any additional document/information requested by HDFC.</p>	
<p>Interested Bidders will provide HDFC with the names of their authorised official(s) along with their contact details (i.e. mobile number, e-mail address etc.) who are authorised to submit the documents and undertaken such other actions as may be necessary on behalf of the Interested Bidders for the Proposed Sale in the manner set out under this Public Notice Document.</p> <p>The names and contact details of the representatives of the Interested Parties may be sent to HDFC at the following e-mail IDs: anirudh.bhargav@hdfcbank.com & jogendra.singh@hdfcbank.com</p>	<p>On or before 5.30 PM IST On November 07, 2024</p>
<p>Due diligence (after submission of EoI and execution of NDA by the Interested Bidders).</p>	<p>From November 08, 2024, to November 18, 2024 Between 9.30 AM to 5.30 PM IST</p>
<p>Submission of the counter bid and deposit of the EMD: Upon completion of the due diligence, the authorised officials of the interested parties shall submit the counter bid (in the form and manner prescribed under Annexure D of this Public Notice Document) along with the proof of remittance of the EMD in a sealed envelope superscribed with the words “<i>Counter Bid for purchase of Financial Assets of HDFC Bank</i>” addressed to Mr. Anirudh Bhargav / Mr. Jogendra Singh and should be delivered at HDFC Bank Limited, Department For Special Operations, 6, Gulab Bhawan Bahadur Shah Zafar Marg, Delhi – 110 002 scanned copies of the same should be e-mailed to anirudh.bhargav@hdfcbank.com & jogendra.singh@hdfcbank.com.</p>	<p>From 9.30 AM IST on November 09 2024 to 5.30 PM IST on November 18, 2024</p>
<p>Determination and declaration of Challenger Bid</p>	<p>From 9.30 AM to 2 PM, November 19, 2024</p>
<p>Issuance of notice to the Anchor Bidder to match the Challenger Bid, if applicable</p>	<p>November 20, 2024</p>
<p>The Anchor Bidder to match the Challenger Bidder, if applicable</p>	<p>On or before November 22, 2024</p>
<p>Declaration of Successful Bidder by HDFC</p>	<p>At 5.30 PM (IST) on November 25, 2024</p>
<p>Payment of entire bid amount (net off the EMD) by the Successful Bidder to HDFC and execution of the Assignment Agreement and other documents in respect of the assignment.</p>	<p>On or before November 29, 2024</p>

Return of EMD of unsuccessful bidder(s), if applicable	On or before November 29, 2024
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16. Time is of the essence for all purposes and activities related to the Proposed Sale and this Public Notice Document, including but not limited to the submission of bids, EMD, the execution of the Assignment Agreement. Each Interested Bidder acknowledges that strict adherence to the timelines specified in this Public Notice Document, as modified by HDFC from time to time, is crucial. Any delay in performance beyond the specified time, unless expressly permitted by written consent of HDFC, will be deemed a material breach of this Public Notice Document, and HDFC may forfeit EMD and pursue any remedies available under the law, equity, or otherwise.

ANNEXURE A

A. Details of Financial Assets of HDFC Bank Limited as on October 15, 2024:

(Rs. In crores)

Borrower	Principal dues	Interest dues	Total dues
M.K. Overseas Private Limited	38.63	40.45	79.08

ANNEXURE B

Expression of Interest

(On Interested Bidder's Letter Head)

To,
HDFC Bank Limited
Department For Special Operations,
6, Gulab Bhawan,
Bahadur Shah Zafar Marg,
Delhi – 110 002

Sub: Expression of Interest for the purchase of Financial Assets of HDFC Bank Limited

We hereby submit our Expression of Interest to evaluate the financial assets put on sale by HDFC Bank Limited ("HDFC") under the Swiss Challenge Method. Our details are as below:

Name of the Interested Bidder: [•]

Constitution of the Interested Bidder: [*Such as Company/ Partnership/ Limited Liability Partnership*]

Nature or Main Business of the Interested Bidder: [•]

Address of the Interested Bidder: [•]

Net-worth in the previous three financial years: [•]

GST No: [•]

We further undertake that:

- We intend to submit a bid for the financial assets being auctioned by HDFC;
- We are eligible and have the financial capacity to conclude the purchase of financial asset(s), in accordance with the applicable laws and regulations of India.
- The objects clause of our Memorandum of Association provides for the acquisition of financial assets.
- We have no conflict of interest with and are not related, directly or indirectly, to HDFC.
- The executed NDA with HDFC and Section 29A Affidavit as per the format shared by HDFC is attached.

Date:

Interested Bidder's Signature:

Full Name:

Designation:

Email ID:

Contact Number:

Name of the Company and CIN:

Address:

Documents enclosed:

- a. Duly signed Public Notice Document;
- b. Board Resolution in favor of the person signing EoI along with authorisation to submit the bid;
- c. Documentary evidence of net-worth of the Company for the last 3 financial years;
- d. Documentary proof of liquidity;
- e. Duly authenticated copies of constitutional documents;
- f. Duly authenticated copies of KYC of the authorized signatory;

- g. Details of shareholder / promoters/ KMP/ board of directors and their relatives;
- h. Non-Disclosure Agreement signed by the applicant, as per the format provided in the Public Notice Document;
- i. A notarised affidavit cum declaration, in the format provided under the Public Notice Document, confirming therein that the Interested Bidder/participant is not disqualified to submit its bid in terms of Section 29A of Insolvency and Bankruptcy Code, 2016;
- j. Duly authenticated copy of certificate of registration issued by Ministry of Corporate Affairs;
- k. Duly authenticated copy of Certificate(s) issued by Reserve Bank of India; and
- l. Any additional document/information requested by HDFC.

(Please sign and stamp all pages of the EoI and the other documents being submitted)

ANNEXURE C
NON-DISCLOSURE AGREEMENT

[To be printed on non-judicial stamp paper of INR 600]

This Non- Disclosure Agreement (“**Agreement**”) made at *[insert place of execution]* on this *[insert date]* day of *[insert month]*, 2024

BETWEEN

HDFC Bank Limited, a company within the meaning of the Companies Act, 1956 and a banking company under the Banking Regulation Act, 1949 having its registered office at [●] (“**Disclosing Party**” or “**HDFC**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) of the **ONE PART**.

AND

[Insert name of the company], a company incorporated under the Companies Act, 1956/2013, having registered office at *[Please insert address]* (hereinafter referred to as “**Receiving Party**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) of the **OTHER PART**;

The Disclosing Party and the Receiving Party shall hereinafter be referred to collectively as “Parties” and individually as “Party”.

WHEREAS, this Agreement is made by the Parties to prevent the unauthorised disclosure of confidential and proprietary information being the subject matter of this Agreement.

NOW THIS AGREEMENT WITNESSETH AND ITS HEREBY AGREED AS FOLLOWS:

1. The Parties herein wish to enter into an arrangement in relation to transfer/sale of financial asset by HDFC to the Receiving Party (“**Proposed Sale**”).
2. In the course of such Proposed Sale, the Disclosing Party may disclose certain information, material and documents relating to its business, assets, financial condition, operations, plans and/or prospects of its businesses which may be regarded as price sensitive, proprietary information and confidential information.
3. The Receiving Party is desirous to review such confidential information of the Disclosing Party, for the sole purpose of the Proposed Sale (“**Purpose**”).
4. For the purpose of this Agreement, “**Confidential Information**” shall mean and include all information and any idea in whatever form, whether disclosed to or learned by the Receiving Party, pertaining to the Purpose, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labelled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party and includes, without limitation, the following: (a) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, trade secrets, network information, configurations, know-how, business and marketing plans, operational information, assets, contracts; (b) information about costs, profits, markets and sales, balance sheets; (c) plans for future development and new product concepts; and (d) all documents, records, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
5. Notwithstanding the foregoing, Confidential Information shall not include any information which the

Receiving Party can show: (a) is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party or it entered the public domain through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to 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;

6. The Receiving Party shall refrain from reproducing, summarising, and/or evaluating Confidential Information disclosed by the Disclosing Party in any manner therefrom 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 authorised above.
7. The Receiving party agrees that it will not interfere with or circumvent any business of the Disclosing Party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant hereto.
8. The Receiving Party shall protect the confidentiality of the Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential information. The Confidential Information shall be shared by the Receiving Party to its agents, employees, representatives, affiliates ("**Representatives**") on a 'need to know' basis and subject to them entering into suitable non-disclosure/confidentiality agreement(s) containing terms and conditions no less strict than the terms and conditions as set out in this Agreement. The Receiving Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain the Representatives from prohibited or unauthorised disclosure or use of the Confidential Information. The Receiving Party acknowledges that any breach of the confidentiality obligations contained herein by the Representatives of the Receiving Party shall be the liability of the Receiving Party only.
9. The Confidential Information shall at all times remain the property of the Disclosing Party and shall not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
10. In the event Receiving Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information, the Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.
11. The Receiving Party shall not use the Disclosing Party's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the Disclosing Party. Further, 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, patents or copy right, or application for the same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copy right 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.
12. The Receiving Party acknowledges that the covenants contained in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a unique and valuable character, and that any breach

of any covenant of this Agreement would cause the Disclosing Party irreparable injury which may be difficult to ascertain. The Receiving Party recognizes that its violation of this Agreement could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall also have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Disclosing Party deems appropriate. This right may be in addition to any other remedy available to the Disclosing Party in law or equity.

13. The Receiving Party hereby indemnifies the Disclosing Party, and agrees to always keep indemnified and hold the Disclosing Party, its employees, directors, agents harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including court, litigation and attorney expenses) arising directly or indirectly from or as a result of breach of any of the term of this Agreement by the Receiving Party, or its Representatives.
14. Unless specifically extended in writing by the Parties or earlier termination in accordance with the terms hereof, this Agreement shall expire on completion of three years from the date of execution hereof. However, the Disclosing Party has a right to terminate this Agreement without assigning any reason at any time, by giving a prior written notice of 7 (Seven) days, to the Receiving Party if the Receiving Party is in breach of the covenants of this Agreement. Upon termination of this Agreement, the disclosing party may request the receiving party to return all confidential information and the receiving party shall within 15 (Fifteen) days following a request from the Disclosing Party deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within 10 (Ten) days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.
15. The Receiving Party shall hold the Confidential Information as confidential until such information no longer qualifies as Confidential Information under this Agreement.
16. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and shall be governed by laws of India. The competent courts at New Delhi shall have the sole and exclusive jurisdiction over any dispute that arises from, under and/or in relation to this Agreement.
17. Each Party warrants that it has the authority to enter into this Agreement.
18. The Receiving Party warrants that:
 - (i) It keeps the Confidential Information related material and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party;
 - (ii) Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
19. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.
20. The relationship between the Parties to this Agreement shall be on a principal-to-principal basis and nothing in this Agreement shall be deemed to have created a relationship of an agent or partner between the Parties.
21. This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

This Agreement supersedes and replaces any existing agreement entered into by the parties relating generally to the same subject matter and may be modified only in writing signed by the parties.

22. The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, by a Party without the written consent of the other Party.

In witness whereof, the parties hereto have executed this/caused execution of this confidentiality agreement in duplicate by affixing the signature of the authorised representatives as of the date herein above mentioned.

For HDFC Bank Limited

For [*insert name of the Company*]

Authorised Signatory

Authorised Signatory

ANNEXURE D

*Format for Submission of Bid and EMD
(To be issued the letterhead of the bidder)
(Evidence of the submission of the EMD to be attached to this letter)*

Date:

To,
HDFC Bank Limited
Department For Special Operations,
6, Gulab Bhawan, Bahadur Shah Zafar Marg,
Delhi 110002

Dear Sir,

Sub: Submission of Bid and deposit of EMD for purchase of Financial Assets of HDFC Bank Limited

Pursuant to the public notice dated [•] (“**Public Notice**”) and the public notice document dated October [•], 2024 (“**Public Notice Document**”) issued by HDFC Bank Limited for sale of their financial assets, we confirm that we have undertaken the required due diligence exercise and are accordingly submitting our irrevocable and binding bid (“**Proposal**”) of Rs. [•]/- (Rupees [•] Only) along with an earnest money deposit, the details of which are set out hereinbelow.

Further, we hereby unconditionally agree to conform with and to be bound by the terms and conditions contained in the Public Notice Document.

Additionally, in accordance with the terms of the Public Notice Document, we are also submitting the earnest money deposit, details of which are provided below:

Particulars	DD/ RTGS	Date	Name of Bank and Branch
EMD	[•]	[•]	[•]

We understand and confirm that:

- the Proposal will be evaluated by HDFC, based on the information provided by us in this Proposal and documents attached hereto, to determine whether we are qualified for participating in this Proposed Sale;
- HDFC reserves the right to determine, at its sole discretion, whether or not we qualify to participate in the Proposed Sale and may reject the Proposal submitted by us;
- HDFC reserves the right to conduct due diligence on us as well as request additional information or clarification from us for the purposes of evaluation of the Proposal. We agree to promptly comply with such requests. Failure to satisfy the queries of HDFC may lead to rejection of our Proposal;
- Submission of Proposal alone does not automatically entitle us to participate in the next stage of the selection process;

We have submitted the Proposal in accordance with the terms and formats as prescribed in the Public Notice Document, and undertake and confirm that we are bound by the terms and conditions set out in the Public Notice Document;

Date:

Interested Bidder's Signature:

Full Name:

Designation:

Email ID:

Contact Number:

Name of the Company and CIN:

Address:

ANNEXURE E
SECTION 29A AFFIDAVIT

[To be printed on non-judicial stamp paper of INR 100 and to be duly notarized]

I, [insert name], son/daughter of [insert name], aged about [insert age] years, and having Aadhaar/ Passport number [insert Aadhar / Passport No.] and acting as the authorised representative of [insert name and address of the company] (“**Company**”) pursuant to the resolution passed in the meeting of the [Board of Directors] of the Company held on [insert date] (“**Board Resolution**”) do solemnly affirm and state to HDFC Bank Limited (“**HDFC**”), as follows:

1. That, I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the Company in terms of Board Resolution dated [insert date]. I hereby unconditionally, state, submit and confirm that the said document is true, valid and genuine.
2. I hereby unconditionally state, submit and confirm that the Company is not disqualified under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“**Code**”).
3. I hereby state, submit and declare that neither the: (i) Company; nor (ii) any person acting jointly or in concert with the Company; nor (iii) any person who is a connected person (as defined, understood and interpreted under the provisions of the Code) of the Company:
 - (a) is an undischarged insolvent;
 - (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
 - (c) is at the time of the submission of the expression of interest letter dated [•] (“**EoI**”) (i) has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, or (ii) controls or manages or is the promoter of a corporate debtor whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force and at least a period of one year has lapsed from the date of such classification till the [date of submission of the EoI]
 - (d) has been convicted for any offence punishable with imprisonment:
 - (i) for two years or more under any statute specified under the Twelfth Schedule of the Code and two years have not passed from the date of release from such imprisonment; or
 - (ii) for seven years or more under any law for the time being in force and two years have not passed from the date of release from such imprisonment.

Provided further that this point (d) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A(j) of the Code.

- (e) has been disqualified to act as a director under Companies Act, 2013;

Provided further that this point (e) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A(j) of the Code.

- (f) is prohibited by Securities and Exchange Board of India from trading in securities or accessing the securities markets;

- (g) has been a promoter or in the management of or control of a corporate debtor in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Hon'ble National Company Law Tribunal (or its appellate tribunal / court) under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place prior to the acquisition of the corporate debtor by the Company pursuant to a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and the Company has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction);
 - (h) has executed a guarantee in favour of a creditor, in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code where such guarantee has been invoked by the creditor and remains unpaid in full or part; and
 - (i) is subject to any disability, corresponding to clauses (a) to (h) above, under any law in a jurisdiction outside India.
- 4. I unconditionally and irrevocably undertake that the Company shall provide all data, documents and information as may be required to verify the statements made under this affidavit, to the satisfaction of HDFC, including but not limited to documents and details in relation to the connected person of the Company (as defined, understood and interpreted under the provisions of the Code).
 - 5. I hereby state, submit and declare that the Company unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons, as may be required.
 - 6. I hereby agree and acknowledge that HDFC is entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility of the Company and assessing, agreeing, and approving the EoI submitted by the Company.
 - 7. I understand and agree that HDFC may evaluate the EoI to be submitted by the Company and such evaluation shall be on the basis of the confirmations, representations and warranties provided under this affidavit.
 - 8. I hereby state, submit and declare that, the Company agrees to disclose/inform forthwith, to HDFC, if the Company becomes aware of any change in factual information in relation to it or its connected persons which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the bidding process, after the submission of this affidavit.
 - 9. I submit that, no information/details, have been concealed while signing this Affidavit and there are no further facts to be disclosed to determine the eligibility of the Company in terms of Section 29A of the Code.
 - 10. That this undertaking shall be governed in accordance with the laws of India and the courts of New Delhi shall have the exclusive jurisdiction over any dispute arising under this undertaking.

Solemnly, affirmed at [•] on [•], 2024

Deponent's signature

Before me, Notary

VERIFICATION

I, the Deponent hereinabove on behalf of [*insert name of the company*] do hereby verify and affirm that the contents of paragraph [____] to [____] of this affidavit are true and correct to my knowledge and belief and no material facts have been concealed therefrom.

Verified at [•] on this [•], 2024.

Deponent's signature