

**PROCESS DOCUMENT  
FOR INVITATION OF EXPRESSION OF INTEREST**

**AUCTION FOR CERTAIN FINANCIAL ASSETS OF LENDERS IN SOMA  
ENTERPRISE LIMITED**

Dated: 26<sup>th</sup> February, 2021

Issued by the lenders of Soma Enterprise Limited through:



BDO India LLP  
Level 9, The Ruby, NW Wing,  
Senapati Bapat Marg,  
Dadar (W), Mumbai 400 028,  
India.

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**A. Background**

Soma Enterprise Limited (“**Company**” or “**Account**”), is one of India’s leading diversified infrastructure developers having a presence in transportation, energy, water, and urban infrastructure sectors, etc.

A consortium of lenders, led by **State Bank of India** (“**Lead Bank**”) (collectively referred to as the “**Lenders**”) have extended the following fund based secured debt exposure (“**FB Facilities**”) to the Company and also hold certain investments in the Company as on 31<sup>st</sup> March 2020 (“cut-off date”) (collectively referred to as the “**Financial Assets**”):

<b>Facility</b>	<b>O/s. amount as on 31.03.2020 (INR Crore)</b>
Fund based debt exposure	2099.33
Investments*	1345.27
<b>Total</b>	<b>3444.60</b>

\* Includes the Equity shares and Optionally Convertible Debentures (OCDs) of the company held by the Lenders.

In addition to the above Financial Assets, the Lenders have also extended the following secured non-fund based debt exposure (“**NFB Facilities**”) to the Company which is outstanding and have not yet devolved/ invoked:

<b>Facility</b>	<b>Total O/s. amount as on 31.12.2020 (INR Crore)</b>
Non-Fund based debt exposure	846.07

The Company is under financial stress and not been able to service its payment/repayment obligations, *inter alia*, in relation to the FB Facilities.

Accordingly, the Lenders, pursuant to the guidelines issued by the Reserve Bank of India , including the Guidelines on Sale of Stressed Assets by Banks dated September 1, 2016 (as amended, supplemented and replaced from time to time) (the “**RBI Guidelines**”), are in the process of resolving stress in the Company, *inter alia*, by sale of the Financial Assets.

This Process Document (“**Document**”) has been issued pursuant to the invitation for expression of interest (“**EOI**”) for the Proposed Transaction (*defined herein below*) published in Financial Express and Loksatta on February 26, 2021 (“**Invitation**”) inviting EOIs from interested asset reconstruction companies (“**ARC**”)/ Banks/ non-

banking financial institutions (“NBFC”)/ financial institutions (“FI”) (“**Bidders**”). This Document shall be read in conjunction with the Invitation.

The Lenders have appointed **BDO India LLP** as advisor/consultant to the Lenders (“**BDO**” or “**Process Advisor**”) to assist and advise the Lenders in undertaking a competitive bid process for identification of a suitable ARCs/Banks/NBFCs/FIs for sale of the Financial Assets on 100% cash basis. The Financial Assets or part thereof will be assigned/ transferred to the prospective Bidder(s) and the aforesaid bid would constitute a full and final offer towards all the Financial Assets of the Lenders (“**Proposed Transaction**”).

The EOIs shall be binding on the Bidders. The sale of the Financial Assets as set out herein is proposed on an “as is where is” and “as is what is” basis, without recourse to the Lenders, including the Lead Bank, and shall be subject to the relevant RBI Guidelines. The bidding process shall be conducted by way of e-auction and/or in such other manner as the Process Advisor and/or the Lead Bank may deem fit. The e-auction, if any shall be conducted on an e-auction platform (which shall be notified by the Lead Bank or the Process Advisor) on a pre-specified date which shall be notified to the participating bidders in advance.

**B. Timelines**

Event	Timings
Publication of the invitation for EOI ('Invitation')	26 <sup>th</sup> February, 2021
Submission of EOI by Bidders	Upto 5 <sup>th</sup> March, 2021 - by 6:00 PM
Date of deposit of Earnest Money Deposit ('EMD')	22 <sup>nd</sup> March, 2021
E-Auction date	23 <sup>rd</sup> March, 2021

**C. Reserve Price**

The auction sale for this Account is being conducted under the “Swiss Challenge Method”, based on an existing offer in hand, who will have the right to match the highest bid. The sale shall be on ‘as is where is’ “as is what is” and ‘without recourse’ basis.

**1. The reserve price for the Financial Assets is as below:**

Name of Borrower/ Account	Total O/s. Fund based Debt exposure of all Lenders as on 31.03.2020 (INR Crore)	Investments in the Company (INR Crore)	Reserve Price (INR Crore)	Terms of Sale
Soma Enterprise Limited	2099.33	1345.27	810.00	100% Cash

2. With respect to the O/s. NFB Facilities of INR 846.07 Crore as on 31.12.2020, the Bidder shall have to provide an undertaking on the following:
  - a. In case of any devolvement/ invocation with regards to the O/s. NFB Facilities with any of the Lenders, the Bidder shall acquire the devolved / invoked portion of the NFB Facilities from the respective Lender(s) on payment of a cash component of atleast 22.50% of the devolved / invoked amount of the NFB Facilities. This amount shall be over and above the bid price payable for the Financial Assets of the Company.
  - b. The period under consideration for making the payment as per para 2(a) above towards any devolvement/ invocation of the NFB Facilities shall start from 01.04.2020 till the date of the execution of documents for the assignment/ transfer of the Financial Assets.
  - c. The Bidder shall undertake that in case of any devolvement of NFB facilities after the Assignment, the Bidder shall make a cash payment of atleast 22.50% of the devolved / invoked amount of the NFB Facilities to the respective Lender(s) and shall issue security receipts (“SRs”), or any other appropriate instruments, to the respective Lender(s) for the balance amount. The security sharing arrangement in this regard to be further set out in the Detailed Process Note to be issued to the eligible bidders. The redemption of the security receipts to be issued to the lenders shall rank at least *pari passu* with all the other security receipts as may be issued in this regard. The Bidder shall not be entitled to charge any management fees.

**D. Instructions for Submission of EOI**

1. Interested bidders are hereby invited to submit their Expressions of Interest (“EOI”) for sale of the said Financial Assets of the Lenders in the Company as per the format detailed in Annexure-A and as per the terms of the Invitation and this Document.
2. Bidders shall be required to submit along with the EOI the following:
  - Corporate business profile and contact details of the Bidder including the following;
    - Executive Summary providing a brief description of the Bidder, with the business profile and contact details of the Bidder;
    - Documents pertaining to incorporation and commencement of business such as a copy of Certificate of Incorporation/ Certificate of Commencement of Business/ Memorandum & Articles of Association, etc. / or any Government issued identification proof of the Bidder;
    - Copy of PAN card of the Bidder;

- Board Resolution of the Bidder authorizing the person signing the EOI document;
  - Confirmation that they do not suffer from any of the disqualifications set out under Section 29A of the Insolvency and Bankruptcy Code, 2016.
  - A document evidencing registration with the applicable regulatory body;
  - Audited financial statements for the Financial Year 2019-20;
  - Duly executed Non-Disclosure Agreement ('NDA') in the format attached as 'Annexure B';
3. The EOI shall be submitted latest by 6 pm (IST) on March 05, 2021 either electronically or physically along with all the supporting documents at the below-mentioned address / electronic address.

The hard copy of the EOI document should be sent in a sealed envelope, with the envelope bearing the following transcript:

Superscript	"Expression of Interest for participation in the Auction Process for Sale of certain Financial Assets of Soma Enterprise Limited"
Name of the Bidder	.....
Attention of	Mr. Kunal Sanghavi
Address	BDO India LLP, The Ruby- Level 9, NW Wing, Senapati Bapat Marg, Dadar West, Mumbai-400028

4. The scanned/ soft copies of the EOI can be submitted electronically vide email to [RAbidsoma@bdo.in](mailto:RAbidsoma@bdo.in).
5. In case the EOI is being submitted electronically, the original EOI along with supporting documents should subsequently be sent to BDO at above address.
6. All eligible bidders, post submission of an EOI and signing of the NDA, shall be given access to the data room for conducting due diligence of the Company which shall be communicated to them separately.
7. Any EOI received after the date and time mentioned in para-3 above will be considered invalid and shall automatically be rejected.
8. The submission of the EOI does not require payment of any fee or any non-refundable security deposit by the Bidder.

9. The EOI should be unconditional and should be submitted in the format attached as Annexure 'A'. In the event the Bidder includes any conditions or contingencies in the EOI, the same is liable to being disqualified by the Process Advisor or the Lead Bank.
10. In the event the EOI is received by means other than those specified, the same may be rejected by the Lenders, at their sole discretion.
11. Lenders or the Process Advisor shall bear no responsibility for non-receipt of EOI or any other correspondence sent by post/courier or electronically.
12. Bidders shall bear all costs associated with the preparation and submission of the EOI. The Lenders or the Process Advisor shall not, under any circumstances be responsible or liable for any such costs in this regard, whether direct, incidental, or consequential
13. Any additional document/ information requested by the Lead Bank/ an individual Lender / BDO must be promptly furnished by the Bidder. However, any discussions or any clarifications or information sought by the Lead Bank from the Bidder with respect to the EOI or the bid will not constitute an invitation or commitment by the Lead Bank to enter into any agreement with the Bidder nor shall the Lead Bank be liable to consummate or deal with such Bidder on the basis of such discussion, negotiation or information sought.
14. Neither BDO nor the Lenders makes any representation as to the correctness, validity, adequacy, sufficiency or otherwise of any information pertaining to the Financial Assets, the Company, including the liabilities, encumbrances and statutory dues of the Company. The Bidders are required to conduct their due-diligence to verify the same. Upon receipt of EOIs, the Process Advisor in consultation with the Lead Bank shall determine the qualified bidders and share the detailed process document for the auction sale process with such qualified bidders. Further, such qualified bidders may conduct due diligence of the loan and security documents pertaining to the Financial Assets, as made available by the Process Advisor.
15. The Lead Bank may, at its sole discretion, add, amend, vary, modify, delete, any of the conditions of this Document as may be deemed necessary by it and also issue one or more addenda, corrigendum, etc. as required without giving any reasons for the same. The Bidders are advised to regularly check the website of Lead Bank for updates.
16. The Lead Bank may, at any time and for any reason, without giving any reason thereof, cancel or modify the sale process or change / extend the deadlines / timelines outlined in this Document.
17. The Bidder will not be allowed to withdraw or modify the EOI and subsequent bid once submitted, unless the Bidder has been selected to be a part of the process where the bid has to be resubmitted to match the revised bid of the highest bidder.

18. In the event of any dispute and or difference on the point of meaning or definition of any particular word or term used in this Document or in respect to the interpretation of any clause of this document or this document as a whole, the decision of the Lead Bank, shall be final and binding on all the Bidders.
19. Disputes, if any, arising between parties in relation to this Document or Proposed Transaction shall be settled by way of mutual discussion and in case an amicable settlement is not reached, the same shall be subject to the jurisdiction of courts situated at Mumbai, and governed in accordance with the laws in force in India.
20. The Bidders are requested to note that any Lender may choose to opt-out of the bid process and/or sell only a part of its respective Financial Assets, prior to the proposed sale, and may sell their loan exposures or part thereof in the Company independently.
21. In case of a consortium of Banks/ Financial Institutions/ Asset Reconstruction Companies/ NBFCs submitting an EOI for the Proposed Transaction, the consortium may nominate any of the Banks/ Financial Institutions/ Asset Reconstruction Companies/ NBFCs for the purpose of discussion during the Proposed Transaction. Relevant documents pertaining to the nomination must be furnished to the Process Advisor along with the EOI.

**E. Clarifications**

Any queries or requests for clarification/additional information concerning this EOI shall be submitted by way of email to [RAbidsoma@bdo.in](mailto:RAbidsoma@bdo.in).



**Annexure - A**

**FORMAT OF EXPRESSION OF INTEREST**

**[On the Letter head of the Bidder]**

Date:

To,

Assistant General Manager (AMT-I, INFRA-II)

Stressed Assets Resolution Group

State Bank of India

**Sub:** Expression of Interest (EOI) for participating in the Auction for Sale of certain Financial Assets of Soma Enterprise Ltd.

Dear Sir,

We refer to the advertisement dated February 26, 2021 published in Financial Express and Loksatta regarding the auction for sale of certain Financial Assets of Soma Enterprise Limited. (“**Company**” or “**Account**”).

Being duly authorized to represent and act for and on behalf of \_\_\_\_\_, the undersigned hereby expresses its interest in participating in the Proposed Transaction.

We further undertake that the information furnished by us in this EOI, its annexures and other documents submitted in connection therewith is true, correct, complete and accurate. We further understand and confirm that:

1. This EOI is made with full understanding that:
  - The offer will be unconditional, irrevocable and binding on us in all respects.
  - The Lenders reserve the right to reject or accept any offer, cancel the process for the Proposed Transaction, and/ or reject one or more or all the EOIs.
2. We are eligible and have the financial capacity to conclude the Proposed Transaction in accordance with the applicable laws of India and the said advertisement.
3. Subject to the due diligence exercise to be conducted by us, we intend to participate in the auction process for the Proposed Transaction to be conducted by the Process Advisor, acting on the instructions of the Lead Bank as per process document to be released by the Process Advisor or the Lead Bank.

4. We are in compliance with applicable laws and regulations relating to the combat against money laundering (AML) and combating the financing of terrorism (CFT), and have implemented written procedures and internal control mechanisms in order to ensure compliance with such domestic and international laws and regulations such as Financial Action Task Force (FATF) recommendations etc.
5. In undertaking the Proposed Transaction, we have no conflict of interest with and are not related, directly or indirectly to any or all of the Lenders.
6. We do not suffer from any of the disqualifications set out in Section 29A of the Insolvency and Bankruptcy Code, 2016.
7. Along with our EOI, we have also enclosed information/documents as required in the Invitation for EOI including a signed copy of the non-disclosure agreement as per the format provided, which we confirm is valid, subsisting and binding as on date.
8. Capitalised terms not defined herein shall have the meaning ascribed to them in the Invitation for EOI and the relevant process document.

Yours Sincerely,

On behalf of \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name of Signatory:**

**Designation:**

**Company Seal/Stamp**

**Annexure - B**

**FORMAT OF NON-DISCLOSURE AGREEMENT**

**[To be executed on Stamp Paper of INR 500]**

**NON-DISCLOSURE AGREEMENT**

This agreement made and entered into at SBI. Stressed Assets Resolution Group, Cuffe parade, Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BETWEEN**

\_\_\_\_\_, a company incorporated under the Companies Act, 1956 having its office at \_\_\_\_\_ registered with Reserve Bank of India with Registration Number \_\_\_\_\_, (hereinafter referred to as "**Receiving Party**") which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns ) of the **ONE PART**;

**AND**

**STATE BANK OF INDIA** a body constituted by the Act of Parliament under State Bank Of India Act, 1955 and having its Central Office at Corporate Centre, Madam Cama Road, Nariman Point, Mumbai-400021 through its Stressed Assets Resolution Group Department at 2nd floor, the Arcade, World Trade Centre, Cuffe Parade, Mumbai - 400005 (hereinafter referred to as "**SBI**" or "**Disclosing Party or Bank**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

\_\_\_\_\_ and SBI 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 Bank may disclose or deliver to the receiving party certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling such party to evaluate the feasibility of such business relationship (hereinafter referred to as "**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 either of the Parties to another party and/or to its representatives in connection with the purpose stated above. The Confidential Information shall include any copy, abstract, extract, sample, note or module thereof in hard/soft copies and shall also include and not restricted to data, documents and/or material information 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,
- (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 governmental 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 use or disclose in any manner whatsoever any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party who 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 its consultant(s) only if the consultant(s) has executed a Non- Disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than this Agreement. The receiving party may disclose confidential information to its employees and consultants on a need to know basis. The receiving party shall ensure that such employees and consultants are subject to confidentiality obligations no less restrictive than those of this agreement. The Receiving party shall take appropriate measures to assure against unauthorized use/disclosure to such Consultant(s)/Employee(s).

**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 SBI or otherwise as determines by the parties to this agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any or all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules without retaining any copy thereof.

Notwithstanding anything mention in this agreement, the Bank reserves the right to terminate this agreement with immediate effect by giving a notice to receiving party, if

- a) Receiving party commits material breach of any terms and conditions of this agreement or any Representations and warranties given by the Receiving party as in this agreement is found to be incorrect or false.

b) Receiving party commits breach of any law, statutory guidelines including guidelines issued by RBI or any other authority or actions/inactions on the part of Receiving party or his employees, agents, authorized representative amount to offence(s) under any provisions of law or expose the Bank to financial or reputational loss.

c) Enter into or is found by the Bank to be in a situation of conflict of interest which in the reasonable opinion of the Bank warrants immediate termination of the Agreement.

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

**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, 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 trade mark, trade mark 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.

**6. Return of Confidential Information:**

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

- (i) cease using the Confidential Information,
- (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and
- (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

**Remedies:**

**Indemnity**

The Receiving party and its employees, agents, or representatives shall not use, directly or indirectly, any Confidential Information provided by the Bank for the benefit of any person other than the Bank, or disclose such Confidential Information, in whole or in part, to any person. The Receiving party shall be responsible for the safe keeping of all such information, documents, records and items provided to Receiving party which may come into the Receiving party's power or possession and shall ensure that they are not misplaced, stolen, misappropriated, modified, deleted, tampered with or destroyed.

- The Receiving party shall ensure that such information, documents, records, items and copies and abstracts thereof do not come into the possession of any person except for the purpose and fulfilment of the terms of this agreement. The Receiving party shall be liable and responsible for any and all unauthorized use and/or copying of the same after it is

delivered to or while in the power or possession of the Receiving party or Receiving party 's Personnel.

- The Receiving party shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature which may be caused to or suffered by or made or taken against Bank (including, without limitation, any claims or proceedings by any customers against Bank) directly or indirectly arising out of any improper, incorrect or negligent performance, work, service, act or omission by the Receiving party or any of its Personnel.

- The Receiving party agrees to indemnify and keep indemnified the Bank against any loss or damage caused to any of Bank's information, documents, property, records, or other items while in the Receiving party 's use or possession.

- The Receiving party shall indemnify the Bank against all the claims, prosecutions, costs, damages, expenses, fees of the counsel / Advocate, loss of whatever nature which may be incurred / suffered by the Bank on account of any action/inaction on the part of the Receiving party while performing the functions/ job assigned to the Receiving party including but not limiting to breach of warranty and representation and also actions/inactions of the Receiving party

7. The Receiving Party agrees, in addition to all other remedies provided at Law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

**8. Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire Agreement between Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted here under shall be assignable or otherwise transferable.

#### **9. Dispute Resolution**

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

#### **10. Applicable Law and Jurisdiction**

a. This Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the Indian laws.

b. The parties submit and agree to the exclusive jurisdiction of the Courts at Mumbai in India.

**11. 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 trade marks, patents, copy rights or any right of third persons.

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

**Bank's Authorised Signatory**

**ARC's Authorised Signatory**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness 1): \_\_\_\_\_

Witness 2): \_\_\_\_\_