

**Public Notice Document
for Sale of Financial Assets (Non-Performing Assets)
of SMFG India Credit Company Limited**

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Introduction

This document shall be referred to as the Public Notice Document (“**PND**”) for sale of non-performing assets (“**NPA**” / “**Stressed Assets**”) of SMFG India Credit Company Limited (“**SMFG India Credit**”).

The purpose of this document is to provide information to eligible bidders in respect of the sale of NPA on the books of SMFG India Credit to asset reconstruction companies (“**ARCs**”) / scheduled commercial banks (“**Banks**”) / eligible non banking financial companies (“**NBFCs**”) / other eligible financial institutions (“**FI**”).

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

The sale of NPA of SMFG India Credit will be subject to final approval by the board of directors of SMFG India Credit. SMFG India Credit reserves the right to alter, modify the terms and conditions of the said sale or to cancel the proposed sale / alter / add / delete any accounts offered for sale at any stage of transaction, without assigning any reason whatsoever. The decision of SMFG India Credit in this regard shall be final, binding and conclusive.

Advertisement for Sale of Financial Assets (Non-Performing Assets) of SMFG India Credit Company Limited

SMFG India Credit Company Limited

Registered Office: Commerzone IT Park, Tower B, 1st Floor No 111, Mount Poonamallee Road, Porur, Chennai - 600 116, Tamil Nadu

Website: www.smfgindiacredit.com

**INVITATION FOR EXPRESSION OF INTEREST FOR SALE OF
NON-PERFORMING ASSETS OF SMFG INDIA CREDIT COMPANY LIMITED**

SMFG India Credit Company Limited (“SMICC”), invites expressions of interest (“EOI”) from ARCs/ Banks/ eligible NBFCs and eligible FIs for the sale of certain non-performing assets on its books, as per the extant RBI guidelines. Eligible interested applicants may download the detailed public notice document from the website of SMICC (<https://www.smfgindiacredit.com/npa-assets-scm.aspx>).

Please note that the non-performing assets will be auctioned as a single pool of asset(s) and/ or individual assets at the sole discretion of SMICC. Each party shall be required to submit a Letter of Intent (“LoI”) along with Non-Disclosure Agreement (“NDA”) to initiate the due diligence exercise.

Interested applicants shall submit the Expression of Interest (“EOI”) on or before 5.00 PM on 26 December, 2025 (“Due Date”) in either a sealed envelope to SMICC at the following address: SMFG India Credit Co. Ltd., 11th Floor, Embassy 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai – 400 083 or by e-mail to the following e-mail ID: balaji.leelaraman@smfgindia.com

Process for Submission of Expression of Interest (“EoI”)

A. About the Sale of Stressed Assets

SMFG India Credit invites Expressions of Interest (“EoI”) from ARCs / Banks / eligible NBFCs and eligible FIs for the sale of certain non-performing assets as per the extant RBI guidelines.

Please note that the Stressed Assets will be auctioned as a single pool of asset(s) / and or individual assets at the sole discretion of SMFG India Credit on an upfront cash basis only.

The sale of financial assets is proposed to be on “**as is where is, as is what is, whatever there is and without recourse basis**”.

The assets which are proposed to be sold comprise of secured and unsecured products loans made available to retail customers. The granular details of the Stressed Assets shall be made available as part of the due diligence process. The principal amounts outstanding in relation to Stressed Assets which are being considered for sale can go up to Rs. 600,00,00,000/- (Rupees Six Hundred Crores only) in one or more pools to be sold in one or more tranches.

B. Process

1. The ARCs / Banks / eligible NBFCs and eligible FIs as per the extant RBI guidelines, who are interested in participating in the process need to submit an EoI (as per **Annexure 2**) and non-disclosure agreement (“**NDA**”) in the format set out under **Annexure 3** hereto to SMFG India Credit.
2. The signed versions of the EoI and the NDA should be submitted in original at our office located at SMFG India Credit Company Limited, 11th Floor, Embassy 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai – 400 083 and a scanned copy of the same should be circulated by email to sateesh.subramanian@smfgindia.com.
3. After submission of EoI and NDA and subject to SMFG India Credit being satisfied that the persons who have submitted the EoI and NDA are genuinely interested in purchasing the non-performing assets, the selected prospective buyers shall be given access to the documents for conducting the due diligence.
4. The documents and data for the diligence shall be made available in physical form at our offices located at SMFG India Credit Company Limited, 11th Floor, Embassy 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai – 400 083. If there are multiple interested bidders, given the physical constraints, SMFG India Credit will allocate shorter time periods for each (or a batch) of bidders to ensure that all interested bidders get an opportunity to carry out the due diligence exercise within the overall time frame for diligence indicated herein. Further, SMFG India Credit shall have no responsibility to arrange any site visit for the purpose of due diligence and the same shall be carried out by the interested bidders at their own cost and expenses.
5. For any queries related to due diligence or any clarification regarding the process, the following persons can be contacted:

Contact Person	Telephone Number	E-mail
Balaji Leelaraman	+91 99879 45054	balaji.leelaraman@smfgindia.com
Gaurav Khatri	+91 75060 85368	gaurav.khatri@smfgindia.com

6. The due diligence process can be conducted from January 2, 2026 till January 16, 2026 (unless otherwise extended by SMFG India Credit) after submission of the EoI and NDA.
7. Any interested bidder may submit a bid for the assets being sold at any time between now and prior to the commencement of the swiss challenge price fixation process. The swiss challenge process will commence only after January 23, 2026 and not before that.
8. Once SMFG India Credit receives a base bid from the interested buyers and SMFG India Credit has in principle approved the terms of such base bid, SMFG India Credit will start the process for a swiss challenge for finalising price of the assets being sold and determining the winning bidder.
9. The swiss challenge process will be conducted through e-auction. The details related to the e-auction shall be uploaded on the website of SMFG India Credit at an appropriate time. SMFG India Credit proposes to adopt a timeline for swiss challenge in such a manner that the transfer of assets is completed within a maximum period of a week from the commencement of the swiss challenge process. Interested parties should note that there is no additional diligence period proposed to be provided after commencement of the swiss challenge process.
10. SMFG India Credit reserves the right to alter, modify the terms and conditions of the said sale or to cancel the proposed sale / alter / add / delete any accounts offered for sale at any stage of transaction, without assigning any reason whatsoever. The decision of SMFG India Credit in this regard shall be final, binding and conclusive. Please note that the sale shall be subject to final approval by the competent authority of SMFG India Credit.

Sd/-
Authorised Signatory

Date: December 19, 2025
Place: Mumbai

Annexure 2 – Expression of Interest
(On Investor's Letter Head)

Date: _____

To
SMFG India Credit Company Limited

[Insert address]

Sir / Madam,

Sub: Sale of Non-Performing Assets (NPA) by SMFG India Credit Company Limited

We refer to the advertisement dated [●] on the proposed sale of Financial Assets (Non-Performing Assets).

We hereby confirm our intention to proceed with due diligence.

We hereby confirm that:

1. We are eligible and have the capacity to conclude the purchase of the Financial Assets Portfolio in accordance with the applicable laws and regulations of India.
2. Subject to our findings and pursuant to the due diligence review, we intend to submit an Expression of Interest for the NPAs being sold by SMFG India Credit. We have the financial capacity to undertake the purchase of the said NPA.
3. In undertaking this transaction, we have no conflict of interest with and are not related, directly or indirectly, to SMFG India Credit
4. We have executed the NDA in the format enclosed and stamped it adequately.

We request you to grant access for due diligence to [insert names, phone numbers, designations and email ids]. We confirm that we are available on any 1 (or more) of the seven days made available for diligence, in the event that diligence access is being split into batches.

With regards,

<Authorized Signatory>

Encl.

1. RBI Registration Certificate
2. NDA

Annexure 3 – Non-Disclosure Agreement

NON –DISCLOSURE AGREEMENT

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

SMFG India Credit Company Limited, a company incorporated under the Companies Act, 1956, having its registered office at Commerzone IT Park, Tower B, 1st Floor No 111, Mount Poonamallee Road, Porur, Chennai - 600 116, Tamil Nadu and its corporate office at 6th Floor, B Wing, Supreme Business Park, Powai, Mumbai – 400 076 (hereinafter referred to as the “**SMFG India Credit**” / **Disclosing Party**” which expression unless repugnant to the context shall mean and include its Affiliates, successors, assigns, employees and directors, advisors, agents and representatives) of the **ONE PART**;

AND

THE PERSONS as more particularly described in the Schedule hereunder (hereinafter referred to as the “**Receiving Party**” which expression unless repugnant to the context shall mean and include its Affiliates, successors, assigns and employees, directors, advisors, agents and representatives) of the **OTHER PART**.

(Disclosing Party and Receiving Party are hereinafter collectively be referred to as “**Parties**” and individually be referred to as “**Party**”).

WHEREAS the Parties are in the process of consultations, discussions, negotiations and communications for exploring business opportunities related to a possible arrangement between them for the purpose as detailed in the Schedule of this Agreement (hereinafter referred to as the “**Project**”);

AND WHEREAS it is anticipated that during the Project, the Disclosing Party may disclose and exchange certain confidential and proprietary information in written, oral, visual or sample form to evaluate the merits of the Project and executing the work commissioned;

AND WHEREAS the Parties hereto are desirous of setting out the understanding between the Parties with respect to the use and disclosure of the Confidential Information (*as defined herein below*) and have accordingly agreed to enter into this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1. DEFINITIONS

In this Agreement the terms listed below shall have the following meanings

“**Affiliates**” shall be construed as references to legal entity who or which, directly or indirectly, controls, or is controlled by, or is under common control with the specified entity and “**control**” shall mean as to any such person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities or partnership interests, by contract or otherwise.

“**Confidential Information**” shall mean all non public information disclosed by the Disclosing Party to the Receiving Party, that the Disclosing Party considers to be confidential or proprietary and which may or may not be specifically marked and designated as “**confidential**”, including but not limited to this Agreement, purpose, unpublished price sensitive information as defined in the SEBI (Prohibition of Insider Trading) Regulations, 2015, customer

information and any materials, trade secrets, intellectual property rights, know-how, formulae, processes, algorithms, ideas, concepts, strategies, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational 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 Receiving Party based on information disclosed by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party. Unless otherwise stated herein, all the information disclosed by the Disclosing Party shall be deemed and treated as Confidential Information, whether disclosed orally, visually or in tangible form (whether by document, electronic media or other form) and shall not be considered as Confidential Information if such information is non-confidential pursuant to Clause 2(n) herein.

“**Person**” means any natural person, corporation, company, foundation, partnership concern, firm, voluntary association, joint venture, trust, unincorporated organization, authority or any other entity whether acting in an individual, fiduciary or other capacity.

“**Third Party**” means any Person other than Receiving Party and Disclosing Party that is not a party to this Agreement.

2. CONFIDENTIAL INFORMATION AND OBLIGATIONS OF PARTIES IN RESPECT THEREOF

- (a) This Agreement is effective from the date as specified in the Schedule attached hereto (“**Effective Date**”).
- (b) In consideration of the disclosure and release of the Confidential Information by or on behalf of the Disclosing Party to the Receiving Party, the Receiving Party shall for the duration of this Agreement acknowledge the competitive value and strict confidential nature of the Confidential Information and that the Confidential Information is confidential and proprietary to the Disclosing Party and the resultant damage and irreparable harm shall be caused to the Disclosing Party if the Confidential Information is disclosed or allowed to be disclosed to any unauthorized Person or used for any purpose whatsoever other than the Project and execution thereof. The Receiving Party confirms that it is imperative that all Confidential Information remains confidential and shall take all the reasonable care to prevent any unauthorised disclosure, use or copying of such information.
- (c) The Receiving Party shall utilize the Confidential Information so disclosed exclusively for the Project and shall not disclose, publish, permit or use the Confidential Information for any purpose other than for the Project. To this end, the Receiving Party shall ensure that its Authorised Persons (*as defined below*) will not use the Confidential Information to procure any commercial or other advantage for the Receiving Party, its Affiliates, their respective Authorized Persons or any Third Party, including clients of the Receiving Party.
- (d) The complete end-to-end data of the Disclosing Party should be stored in India. If the same is in electronic form, it should be stored in a server hosted within the physical jurisdiction of India.
- (e) The Receiving Party agrees to take all necessary and appropriate steps to keep confidential and protect the Confidential Information from disclosure to any Third Party, including, but not limited to, (i) restricting access to or transmitting of all Confidential Information to the subsidiaries, parents or Affiliates, their respective employees, directors, agents, advisors and authorised representatives (“**the Authorised Persons**”) on a strictly “need to know” basis for the performance of their duties in relation to the Project and who are made aware of and agree to be bound by the equivalent obligations contained herein and the Receiving Party shall ensure

that such Authorised Persons observe the restrictions as to the disclosure of such information under the duty of confidentiality, and (ii) not using, disclosing or allowing access to such Confidential Information by any Third Party, except as authorised by the Disclosing Party in writing. The Receiving Party shall be responsible for any breach of the terms of this Agreement by any Authorised Person and shall take all reasonable measures (including but not limited to court proceedings) to restrain such Authorised Representatives from making unauthorized disclosure or use of Confidential Information.

- (f) The Receiving Party shall notify the Disclosing Party promptly upon the discovery of any loss, unauthorised disclosure, use or copying of the Confidential Information and shall provide assistance to the Disclosing Party to take necessary actions for protecting the Confidential Information.
- (g) The Confidential Information divulged by the Disclosing Party to the Receiving Party, or acquired by the Receiving Party in the course of any studies or analysis conducted by the Receiving Party, shall be received and treated by the Receiving Party as strictly confidential and shall be subject to the obligations herein contained. The Receiving Party shall not, without the prior written consent of the Disclosing Party or as expressly permitted herein, disclose to any other Person or use, disclose or copy, or allow others to disclose, use or copy, the Confidential Information.
- (h) The Receiving Party shall keep the Confidential Information separate from all other documents and materials at its usual place of business and shall observe the same degree of care, which the Receiving Party applies to its own similar Confidential Information, but in no event less than reasonable care.
- (i) If the Receiving Party is compelled under applicable law/directions issued by competent judicial/quasi-judicial/statutory/regulatory authority to disclose (whether by way of announcement or otherwise) any Confidential Information, it shall, give prompt written notice of such fact to the Disclosing Party unless otherwise specifically instructed under the provision of the applicable law, so that the Disclosing Party may seek an appropriate remedy to prevent such disclosure. Provided that, the Receiving Party will take such action as may be reasonably requested by the Disclosing Party to assist the Disclosing Party in obtaining such a protective order. In any case, the Receiving Party shall furnish only such part of the Confidential Information that the Receiving Party is legally compelled to disclose and shall use reasonable efforts to ensure that the Confidential Information is accorded confidential treatment.
- (j) Confidential Information shall always be used in compliance with the applicable law.
- (k) Confidential Information shall at all times remain the sole and exclusive property of the Disclosing Party.
- (l) Nothing contained in this Agreement shall oblige the Disclosing Party to provide the Receiving Party with any or all Confidential Information requested by the Receiving Party and the Disclosing Party shall be entitled, in its sole discretion, to decline to supply the Receiving Party with any part of such information.
- (m) The Receiving Party shall not reverse engineer, disassemble or decompile any software or other tangible objects which embody the Confidential Information and which are provided to the Receiving Party hereunder. The Receiving Party shall claim no right, license or interest in or to any Confidential Information of the Disclosing Party or to any patent, copyright, trade mark, or other intellectual property rights (present or future), whether registered or not, based on such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

- (n) **Exceptions:** The obligations and restrictions herein shall not apply to Confidential Information that falls within any of the following exceptions, provided the Receiving Party bears the burden of establishing one of these exceptions:
- (i) the information is or becomes part of the public domain without breach of this Agreement;
 - (ii) the information being lawfully in the possession of the Receiving Party prior to a disclosure by the Disclosing Party;
 - (iii) the information is independently developed by the Receiving Party, without use of the Disclosing Party's Confidential information;
 - (iv) the information is received from a Third Party who lawfully acquired such information without restriction, and without a breach of this Agreement, by the Receiving Party and/or
 - (v) the information is disclosed under operation of law or government regulation, provided that the Receiving Party delivers a copy of such order or action to the Disclosing Party unless specifically directed not to disclose/ provide a copy of such order/ action to the Disclosing Party.
3. **No Obligation:** Nothing herein shall obligate the Parties to disclose any information under this Agreement or to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
4. **No Agency:** Nothing in this Agreement will be construed as creating any relationship such as joint venture, partnership, association of persons, employer-employee, principal-agent or franchisor-franchisee. Save as otherwise expressly provided under this Agreement, this Agreement is not intended to be for the benefit of any Third Party, and is not enforceable by any third person, and shall not confer upon any Third Party any right, privilege, remedy, claim or other right.
5. **Warranty Disclaimer:** All Confidential Information disclosed hereunder is provided "as is" and without any representation or warranty, express or implied, oral or written with respect thereto including all warranties of accuracy, completeness, merchantability or fitness for any particular purpose and all warranties implied from any course of dealing or usage of trade.
6. **Term:** This Agreement shall remain in effect for a period as specified in the Schedule hereunder. Unless the Parties otherwise agree in writing, this Agreement shall automatically terminate on (i) the date of execution of definitive agreements with respect to the Project or (ii) on the expiry of Term, whichever is earlier. Without prejudice to the foregoing, all provisions hereof, including the obligations of confidentiality and indemnity, shall survive termination of this Agreement.
7. **Termination:** Upon the termination of this Agreement or upon the Disclosing Party's request, the Receiving Party shall at the Disclosing Party's option: (i) forthwith return or destroy the Confidential Information, in physical and/ or electronic form held by the Receiving Party together with all materials prepared by the Receiving Party or generated by the Receiving Party which contain in any way Confidential Information and any copies thereof made by the Receiving Party, and (ii) certify in writing to the Disclosing Party that such Confidential Information, in whatever form held, together with materials which contain Confidential Information, have been returned or destroyed.

8. **Enforcement:** The Receiving Party agrees to indemnify the Disclosing Party against any and all kinds of losses, damages, claims or expenses incurred or suffered by Disclosing Party, arising from or as result of the Receiving Party's breach of any provision of this Agreement. The Receiving Party acknowledges that monetary damages alone would not be sufficient remedy for the breach of any terms of this Agreement. Accordingly, in the event of a breach or threatened breach of confidentiality, the Receiving Party agrees that, in addition to any other remedies at law or in equity that the Disclosing Party may have, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.
9. **Unpublished Price Sensitive Information:** The Receiving Party agrees and acknowledges that securities issued by the Disclosing Party are listed/may be listed from time to time on various stock exchanges and the Confidential Information may include unpublished price sensitive information in relation to Disclosing Party and that the use of such information may be regulated or prohibited by applicable legislation relating to insider trading. The Receiving Party undertakes not to use any Confidential Information for any unlawful purpose including for trading in the securities of Disclosing Party while in possession of such Confidential Information.
10. Neither the Receiving Party nor anyone acting on its behalf have been engaged or will engage in bribery in relation to the Project. Furthermore, the Receiving Party undertakes not to make any payment, gift, promise, unlawful contributions, other advantage, whether directly or indirectly to anyone in violation of any anti-bribery and money laundering laws or any other applicable law or internal policies of SMFG India Credit. SMFG India Credit reserves the right to terminate this Agreement without prior notice with immediate effect if SMFG India Credit has reasonable grounds to believe that the Receiving Party is responsible for breach of this covenant.
11. **Notice:** All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered post or by email on the address as stipulated in the Schedule hereunder.
12. **Arbitration:** Any dispute, controversy or claim arising out of, or relating to this Agreement or the validity, interpretation, breach or termination thereof ("**Dispute**"), including claims seeking redress or asserting rights under applicable law, shall, be resolved and settled in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996, as may be amended from time to time or its re-enactment (the "**Arbitration Act**"). The Dispute shall be resolved by a single arbitrator, selected by mutual agreement of the Parties. The arbitration proceedings shall be conducted at the place stipulated in the Schedule hereunder. The prevailing Party in any arbitration conducted hereunder shall be entitled to recover from the other Party (as part of the arbitral award or order) its attorneys' fees and other costs of arbitration.
13. **Jurisdiction and Governing Laws:** Subject to the provisions of Clause 12 hereinabove and for the determination of all matters which the Courts are entitled to determine in the event of arbitration, this Agreement shall be governed by the laws of India. Parties hereby agree to submit to the exclusive jurisdiction of the competent courts as stipulated in the Schedule hereunder in all matters arising out of this Agreement.
14. **Assignment:** The Receiving Party shall not have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement without obtaining prior written consent from the Disclosing Party.
15. **Non-solicit:** The Receiving Party, for itself or on behalf of its Authorised Persons and its and their respective Authorised Persons, shall not, and shall procure that each of its Authorised Person shall not, except with the prior written consent of the Disclosing Party, in relation to the

business of the Disclosing Party and/ or any its related corporations (“**Business**”), directly or indirectly, during the term of this Agreement and for a period of 12 (twelve) months after.

- (a) induce employ, solicit or entice or attempt to induce, employ, solicit or entice away from the Disclosing Party and/ or any of its related corporation any person who is an employee of the Disclosing Party and/ or any of its related corporation, whether or not such person would commit a breach of contract by reason of leaving such employment; or
- (b) attempt to influence in any manner any employee of the Disclosing Party and/ or any of its related corporation to compete with the Business or terminate such employment with the Disclosing Party and/ or any of its related corporations; or
- (c) either on its own account or in conjunction with or on behalf of any other person, solicit or entice away or attempt to solicit or entice away from the Disclosing Party and/ or any of its related corporation any person that, to the Receiving Party’s or its Authorised Person’s knowledge or is or has been a customer, client, identified prospective customer or client, agent, correspondent of the Disclosing Party and/ or any of its related corporations or in the habit of dealing with the Disclosing Party or its group of companies at any time; or
- (d) influence or attempt to influence such customer to divert their patronage with respect of the Business to any other person.

16. No publicity:

- (a) The Receiving Party agrees that this Agreement and its terms are confidential in nature and shall not be disclosed to any third party (not being a Receiving Party) without the prior written consent of the Disclosing Party. Further, the Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose to any Third Party about the possible co-operation contemplated between the Parties, including but not limited to the fact that discussions or negotiations are taking place between the Parties with respect to the Project, any terms, conditions, facts or other matters with respect thereto and the status thereof.
- (b) No release or announcement to the press, whether oral or in writing, relating to any discussions and negotiations contemplated under this Agreement or in relation to the Project shall be made by the Receiving Party unless agreed by SMFG India Credit.

17. Severable Terms: The provisions of this Agreement are severable. If any provision is determined by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be modified to the extent necessary to make it enforceable. The remaining provisions shall remain in full force and effect.

18. Attorney’s fees: In the event of a dispute regarding this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney’s fees and other costs incurred in connection with the dispute, in addition to any other relief’s to which that Party may be entitled.

19. Counterparts: This Agreement may be executed in two counterparts that together shall constitute one and the same instrument.

20. Waiver and Amendment: No provision of this Agreement shall be modified or any provision waived, except by a writing signed by an authorized person from each Party. Any failure or delay in asserting any provision or breach does not waive that or any other provision or breach. A waiver does not act as a waiver of any provision or breach on any other occasion.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date mentioned below.

For **SMFG India Credit Company Limited**

For _____.

Signed by:

Signed by:

Designation

Designation

THE SCHEDULE

Sr. No.	Particulars	Description												
1.	Details of the Receiving Party	_____ Limited, a company incorporated and registered in India under the Companies Act, 1956/2013 and having its registered office at _____ represented by its authorised signatory, Mr. /Ms. _____ (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);												
2.	Date of Execution of Agreement													
3.	Place of execution of Agreement	Mumbai												
4.	Description of Project	Potential sale of non performing assets												
5.	Effective Date													
6.	Term	3 (Three) year/s from the Effective Date.												
7.	Notice	If notice is to First Party/ SMFG India Credit: <table border="1"><tr><td>Address</td><td></td></tr><tr><td>Email</td><td></td></tr><tr><td>Kind Attn.</td><td></td></tr></table> If notice is to Second Party: <table border="1"><tr><td>Address</td><td></td></tr><tr><td>Email</td><td></td></tr><tr><td>Kind Attn.</td><td></td></tr></table>	Address		Email		Kind Attn.		Address		Email		Kind Attn.	
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8.	Seat of Arbitration	Mumbai, India.												
9.	Jurisdiction	Courts at Mumbai, India.												