



THE INVESTMENT
TRUST OF INDIA
ASSET FINANCE

Fortune Integrated Assets Finance Limited
(A part of The Investment Trust of India Limited Group)

Sale of Special Mention Account (SMA II)

Fortune Integrated Assets Finance Limited invites Expression of Interest (EOI) from ARCs/Banks/NBFC/FIs for the proposed sale of its Special Mentioned Account (SMA II) comprising of 1 accounts. The sale shall be on “**As is Where is and as is What is basis**” and **without recourse basis**. Eligible prospective investors are requested to intimate their willingness to participate by way of an ‘**Expression of Interest**’. **Fortune Integrated Assets Finance Limited** has appointed Special Situation Advisors (India) Private Limited as advisors for sale of Special Mention Account (SMA II).

Please find below the schedule of entire sale process:

Sr. No.	Particulars	Date
1.	Receipt of EOI and execution of Non - Disclosure Agreement between FIAFL & investors (Annexure 1 & Annexure 2)	12.03.2021
2.	Release of Preliminary Information Memorandum (PIM) to investors who have executed NDA	12.03.2021
3.	Sharing of Tender Document and Reserve Price	16.03.2021
4.	Data room access to investors	12.03.2021 - 25.03.2021
5.	Query resolution	12.03.2021 - 25.03.2021
6.	Bid submission	26.03.2021 by 1:00 PM
7.	Bid opening	26.03.2021 at 2:00 PM
8.	Finalizing of transaction documents	On or Before 31 st March 2021
9.	Execution of transaction documents & fund transfer	On or Before 31 st March 2021

In case of any clarifications required regarding the sale process, kindly reach out to the below contact person:

Sr. No.	Name of the Person	Contact Details
1.	Mr. Bhavesh Gowani Senior Manager – Accounts & Finance Fortune Integrated Assets Finance Limited	022 - 40273721 +91 90229 35683 bhavesh.gowani@itiorg.com
2.	Ms. Sneha Shetty Associate Special Situation Advisors (India) Private Limited	+91-9769057660 sneha.shetty@specialsituation.in

Annexure 1

(On Investor's Letter Head)

Dated:

Mr. Bhavesh Gopwani
Senior Manager - Accounts & Finance
Fortune Integrated Assets Finance Limited
2001, 20th Floor, Naman Midtown,
A Wing, Senapati Bapat Marg,
Prabhadevi (West), Mumbai 400 013.

Sub: SMA II Portfolio Auction – March 2021.

We refer to **Fortune Integrated Assets Finance Limited's** PUBLICATION in newspaper advertisement dated 12.03.2021 on sale of SMA II accounts. We hereby confirm our intention to proceed with due diligence in Data Room being set up by you. This is to confirm that:

We are eligible and have the financial capacity to conclude the purchase of Loan Portfolio in accordance with the applicable laws and regulations of India.

Subject to our findings and pursuant to the due diligence review, we intend to submit a Bid for the Loan Portfolio being auctioned by Fortune Integrated Assets Finance Limited.

In undertaking this Transaction, we have no conflict of interest with and are not related, directly or indirectly, to Fortune Integrated Assets Finance Limited

Details of the Contact person/Authorised signatory with address, Contact no and Email ID.

We shall be in touch with you to co-ordinate on the Data Room.

With regards,

<Authorised Signatory>

Annexure 2

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and entered into this ___ day of March 2021 by

Fortune Integrated Assets Finance Limited, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at 20th Floor, A wing, Naman Midtown, Elphinstone Road, Mumbai 400 013 (hereinafter referred to as "FIAFL" which expression shall mean and include its successors and assigns as the case may be) of the One Part

AND

_____ a company incorporated in India under the provisions of _____ having its registered office _____ (hereinafter referred to as "_____ " which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Other Part

_____ and FIAFL are hereinafter collectively referred to as Parties and individually as separately identified.

The Parties providing Confidential Information to other Party shall mean or "Disclosing Party" and Party receiving the Confidential Information shall mean "Receiving Party"

WHEREAS:

- A. FIAFL is a non banking financial company registered with the Reserve Bank of India under the Applicable Laws and is primarily engaged in business of finance and investment
- B. _____ is engaged in the business of _____.
- C. The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves arising out of Sale and Purchase of Special Mention Accounts (SMA)/nonperforming assets (NPAs). In the course of such discussions and negotiations, it is anticipated that the Disclosing Party may disclose or deliver to the Receiving Party certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").
- D. FIAFL and _____ do hereby agree that the recitations contained herein are contractual in nature and essential for the purpose of this Agreement, and not mere recitations of fact and shall form part of the contract.

NOW, THEREFORE, for and in consideration of the premises, recitations, agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and admitted, _____ and FIAFL do hereby agree as follows:

1. DESCRIPTION OF CONFIDENTIAL INFORMATION

Confidential Information: “Confidential Information” means all information disclosed/ furnished by the Disclosing Party to the Receiving Party in relation to the account, in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The Receiving Party may use the Confidential Information solely for and in connection with the specific 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 a source other than the Disclosing Party, (c) 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, (d) is explicitly approved for release by written authorisation of Disclosing Party, (e) if furnished to a third party by Disclosing Party without a similar restriction on such third party's rights, and (f) is disclosed pursuant to an order of a court or government agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

- 2. Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its consultants, employees, affiliates, directors, advisors and executives (“Representatives”) who need to have access to and knowledge of the Confidential Information solely for the Purpose as defined above, provided that the Receiving Party shall inform such Representatives of this Agreement and the confidential nature of the Confidential Information and shall assure that such Representatives comply with the terms of this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable there for.

Provided that the Receiving Party may disclose Confidential information required to be disclosed under law, under the order of any court, Tribunal or government, Statutory or Regulatory authorities, or Governmental agency as so required by such order, provided that the Receiving Party shall, first notify the Disclosing Party of such order and if permitted afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** The parties hereto confirm that all the obligations set forth in this Agreement for adherence herewith shall survive for a period of three years from the date first written above or unless the information ceases to be a Confidentiality Information or execution of definitive documents whichever is earlier. Also, at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof and upon request of the Disclosing Party, certify in writing that the Receiving party has complied with the obligations set forth in this paragraph save and except upon execution of the definitive agreements between the parties. The Receiving Party may retain the copies of documents.
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 in respect of the confidential information under any trademark, patent or copyright or application for the same which are now or thereafter may be obtained by such party shall pass to receiving party. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall,

Cease using the Confidential Information,
 - 6.1.1. 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
 - 6.1.2. Upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages alone may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

- 8. Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
- 9. Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be subjected to the jurisdiction of the Courts/Tribunals situated in Mumbai.
- 10. Dispute:** Any dispute, controversy or claim arising out of or relating to this Agreement or any related agreement or other document or the validity, interpretation, breach or termination thereof ('Dispute'), including claims seeking redress or asserting rights under applicable law, shall, be resolved and finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time or its re-enactment (the "Arbitration Act"). The arbitral tribunal shall be composed of one arbitrator to be appointed by both the Parties jointly and such Arbitration shall take place in Mumbai.
- 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" basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

IN WITNESS WHEREOF, the signatories have executed this Agreement as on the day and the year first hereinbefore written.

<p>Signed, sealed and delivered by within name Receiving Party viz.</p> <p>_____</p> <p>Through</p> <p>Name:</p> <p>Designation:</p>	
<p>Signed, sealed and delivered by within name Disclosing Party viz.</p> <p>Fortune Integrated Assets Finance Limited</p> <p>through</p> <p>Name:</p> <p>_____</p> <p>Designation:</p> <p>_____</p>	