

Date: 15th October 2026

Notification for Sale / Assignment of Financial Assets (NPA)

DMI Finance Private Limited hereinafter referred to as the “LENDER” has received binding offer in the following NPA account on 100% cash basis. Now, we have arranged for sale of this account under Swiss Challenge Method. However, please note that the sale/ assignment will be subject to final approval by the competent authority and as per regulatory requirements.

S. No.	Lender	Name of Assets	Outstanding dues on 10.10.2026	Bid Received (Anchor Bid)	Starting Price for Counter Bid under Swiss Challenge method
1.	DMI Finance Private Limited	Saha Estate Developers Private Limited	Rs. 262 Crores	Rs. 110 Crores	Rs. 115.5 Crores

Starting price for counter bid under Swiss Challenge is marked as 5% over the Anchor/ base bid amount [“Minimum Mark-up”].

DMI Finance Private Limited invites Permitted Transferees for acquisition of stressed financial exposure as defined by the extant RBI Master Direction (Commercial Banks – Transfer and Distribution of Credit Risk), 2025 and as amended from time to time, such as ARCs / Banks / NBFCs / FIs / HFCs for participating in the said e-auction by way of e-bidding.

Now the Lender is inviting counter bids or subsequent offers from interested ARCs/banks/ non-banking financial companies/financial institution (the Prospective Investors) for sale of the financial assets under SWISS Challenge method. The Lender hereby invites all Prospective Bidder for participating in the said auction by furnishing: (i) duly signed expression of interest (“EOI”) in the form set out under Annexure A herein and (ii) the non-disclosure agreement in the form set out in Annexure B herein (“NDA”) to DMI in a sealed envelope addressed to Mr. Satya Prakash at DMI Finance Private Limited, 3rd Floor, 9-10, Express Building, Bahadur Shah Zafar Marg, ITO, New Delhi-110002; and share scanned copies of the same by e-mail to [team.communications@dmifinance.in. The prospective bidder should deposit Earnest Money Deposit (“EMD”) i.e. an amount of Rs.11 Crores (i.e. 10% of Anchor Bid) into the designated account of Lender (as mentioned in paragraph 2 of terms and condition of this notification) and attach payment receipts along with EOI. The last date for submission of EOI will be 17.10.2026 by 5:00 PM.

The auction under Swiss Challenge method is based on the bid offer in hand post completion of

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the due diligence completed by the Anchor bidder (“**Anchor bidder**”), hence counter bids are solicited. If counter bid(s) cross the Minimum Mark-up as defined above, the highest counter bid received will be treated as challenger bid (“**Challenger Bid**”). The bidder who has submitted Anchor bid offer will be invited to match the Challenger Bid. In case the Anchor bidder fails to match it, challenger bid will be declared as successful bid as per Swiss Challenge method guidelines. If no counter bid crosses the minimum mark-up, the Anchor bid becomes the winning bid.

The Lender reserves the right to amend / modify / cancel the proposed sale process at any stage without assigning any reason thereof, at its sole discretion. The decision of lender in this regard shall be final and binding.

The interested bidder may contact the below mentioned officials for detailed terms and conditions of auction process:

1. **Mr. Satya Prakash,** -
Mob. No. 8802997772,
Email Id. team.communications@dmifinance.in

Notes:

1. **Disclaimer on Timeline** - Timeline set out herein are subject to revision at any time, including on account of internal approvals, declared or undeclared holidays, or requisite legal clearances. Lender reserves the sole and absolute discretion to extend, modify, or discontinue the proposed sale/transfer/assignment of the Stressed Financial Exposure at any stage of the Process, without assigning any reason thereof, and Lender’s decision in this regard shall be final, conclusive, and binding on all the Bidders. The Lender shall not have any liability towards the Bidder(s) for any delay in completion of the process for any reason whatsoever. Notwithstanding the foregoing, time shall be of the essence and shall be binding on the Bidders with respect to all events set out in the Process schedule.
2. **Access to Data** - Access to the data shall be granted solely upon submission of all the documents specified in EOI format alongwith the payment receipts for deposit of EMD, irrespective of the date of submission of the EOI. The rights to inspect data shall close upon expiry of three days from the date of submission of EOI and no Bidder shall have any right to claim or seek an extension thereof. Any extension of timelines shall be at the sole and absolute discretion of the Lenders, without creating any obligation or precedent whatsoever. The documents submitted pursuant to the EOI must be in conformity with the terms of this notification and are subject to the sole and absolute satisfaction of the Lender. The Lender reserves the sole and absolute discretion to conduct the e-auction. Modalities governing the conduct of such e-auction shall be communicated to the eligible

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Bidders at an appropriate stage of the Process.

Other Terms & Conditions:

1. The auction is under Swiss Challenge method based on the Anchor offer in hand, only counter bids are expected. The highest counter bid received will be treated as Challenger Bid subject to such bid being above the Minimum Mark-up (**H1 Bid**).
2. **Deposit of Earnest Money Deposit:** Intending bidder needs to deposit a non-interests bearing Earnest Money Deposit (EMD) amount of Rs.11 Crores i.e., equivalent to 10% of the Anchor bid as a mandatory condition precedent to participate in the auction. The intending bidder mandatorily needs to deposit EMD and submit payment receipts along with EOI. EMD amount shall be paid through online mode only i.e. NEFT/ RTGS/ Fund Transfer from any Scheduled Commercial Bank. Only NEFT/ RTGS/ Fund Transfer mode should be used for depositing EMD amount. Use of any other payment mode (such as cheques, DD) for deposit of EMD amount will not be treated as valid and such payment of EMD amount will not be accepted by the Lender as valid deposit. The EMD amount deposited with the Lender shall not bear any interests. In the event, the Anchor Bidder is declared as Successful Bidder, then the EMD amount deposited by the H1 Bidder shall be returned without any interest by the Lender. The EMD shall be deposited in the below mentioned no lien account:

Beneficiary Name	DMI Finance Private Limited
Name of the Bank	Kotak Mahindra Bank Limited
Branch	Dwarka, New Delhi
Account No	6211349709
IFSC	KKBK0000193

In the event that the Successful Bidder withdraws from the Bid Process at any time without prior written approval of the Lender or otherwise defaults in the implementation of the successful bid, the EMD provided by it shall stand forfeited. The amount received pursuant to the forfeiture of the EMD, shall be to the benefit of the Lender and shall be used as per Lender's sole discretion.

3. The Anchor Bidder who has provided the Anchor Bid would be invited to match the Challenger Bid. If the Anchor Bidder either matches the Challenger Bid or bids higher than the Challenger Bid, then such bid shall become the winning bid and such bidder shall be declared as the "Successful Bidder"; else the Challenger Bid shall become the winning bid and the Challenger Bidder shall be declared as the successful bidder; subject to approval of competent authorities of the Lender. Opportunity to the Anchor Bidder to

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match the H1 Bid would be given prior to the E-auction process by the Lender and not at the time of E-Auction process.

4. The amount offered by the Successful Bidder and accepted by the Lender shall be the consideration price for the transaction.
5. Bidding for partial amount is not permitted. Bid will be accepted for the whole amount.
6. If there is no EOI/ counter bid or if there is no participation in the auction by any person, the Lender reserves the right at its sole discretion, to declare the Anchor Bidder as the Successful Bidder and proceed accordingly. In such a situation, the Lender also reserves the right to negotiate with the Anchor Bidder for improvement / enhancement in the bid amount.
7. In case of multiple counter bids, the highest bid after the conclusion of the bid process would be considered as H1 Bid for further process. The Lender has no obligation to give bidders, other than the Anchor Bidder, the opportunity to match the H1 Bid.
8. Prospective bidder to expedite the process of Due Diligence Exercise immediately after submission of Expression of Interest and it is the responsibility of the prospective bidder to complete due diligence within the time frame provided. The Lender has no obligation to extend time for completion of the due diligence if the prospective bidder is unable to complete the diligence within such time frame.
9. The sale is “*As Is Where Is Basis*”, “*As Is What Is Basis*”, and “Whatever There Is Basis”. All sales shall be “*Without Recourse*” to the Lender. In the event of non-realization of the amount out of secured assets for any reason whatsoever, the Lender will not be liable to refund anything in part or full.
10. The bids submitted by ARCs / Banks / NBFCs / FIs should be unconditional, irrevocable and binding in all respects and unconditional acceptance of all the terms and conditions. Bid cannot be withdrawn once submitted to the Lender. The successful bidder has to complete the transaction including execution of the assignment agreement as per the agreed timelines approved by the Lender. The Assignment Agreement will be as per the draft of IBA and no modification will be allowed.
11. Under no circumstances, the successful bidder can refuse to complete the transaction citing any reasons / defects / objections, whatsoever, in the account. If they do so, the matter will be reported to the RBI & the ARCs Association of India for taking necessary action. The EMD amount deposited if any shall be forfeited fully and no claim shall be entertained in respect thereof.

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- (a) The Successful bidder should ensure completion of all the statutory/ regulatory & other compliances.
- (b) In case of similar / identical bids, the Lender will have the final right to decide on the sale of the asset and declaration of the H1 Bidder.
- (c) In either of these cases, i.e., Sale of the account to the Challenger bidder or offer submitted by the Anchor Bidder under the Right of First Refusal (“**ROFR**”) & accepted by the Lender, will be on 100% Cash basis. Account particulars to deposit the entire consideration amount will be communicated separately after the approval by the Lender.
- (d) In case of any doubt regarding the terms and conditions and process of the Transfer / sale, the decision of the Lender shall be final, conclusive and binding.
- (e) If any guidelines are changed by RBI during the sale process or before completion of the transaction, the same will be binding on the successful bidder.
- (f) The information provided regarding the NPA accounts is provided in good faith and as available in the records of the Lender. The opinion of the Lender and its officials regarding the accuracy, adequacy and sufficiency of the data has been formed on the basis of the records as a person of ordinary prudence and does not represent any opinion of an expert. The Lender does not give any warranty of accuracy or correctness of the information. The bidders are urged to conduct their own due diligence, investigation and analysis to arrive at their decisions regarding the above.
- (g) Please note that any expenses viz. Taxes / stamp duty etc., that may be arising out of the said transaction shall be payable by, attributable to and / or be borne solely by the purchaser.
- (h) The object clause of Memorandum of Association of Purchaser must provide for the acquisition of financial assets.
- (i) If any dispute arises between the parties in relation to the present sale process, it should be settled by mutual discussions and in case amicable settlement is not reached, it should be subject to the exclusive jurisdiction of the court situated at New Delhi only.
- (j) The Bidder is required to give an affidavit that they are in no way connected to

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or acting on behalf of or in concert or on behalf of any of the accounts under sale or its promoters, including promoter's family, as per section 29a and other provisions of insolvency and bankruptcy code 2016 (IBC-2016) and amendments thereon.

- (k) The bidder(s) should not have any direct or indirect link / connections / interest/ relationship with the promoters / Company / Guarantors and/or any of their related parties, of the stressed financial exposure shown in this Notice.
- (l) The Purchaser (bidder) shall follow all extant guidelines/notifications issued by SEBI / RBI / GOI / other regulators from time to time pertaining to transfer/purchase of stressed financial exposure and shall be solely responsible for any such compliance required at their end.

Date: 15.10.2026

Place: New Delhi

**Annexure – A: EXPRESSION OF INTEREST (EOI)
(On the Letter Head of the Permitted Entity)**

Dated: ____ .10.2026

To,

DMI Finance Private Limited
Third Floor, 9-10, Express Building,
Bahadur Shah Zafar Marg, ITO,
New Delhi-110002

Sub: Expression of Interest (EOI) for Transfer / Sale of the Stressed Financial Exposure of Saha Estate Developers Private Limited.

We refer to Notification dated October 15, 2026 on the proposed transfer / sale of the Stressed Financial Exposure of Saha Estate Developer Pvt. Ltd. with total outstanding of INR 262,11,34,649/- (Rupees Two Hundred Sixty-Two Crores Eleven Lakhs Thirty-Four Thousand Six Hundred and Forty-Nine only) as on 10.10.2026. We hereby confirm our intention to proceed with the execution of Non-Disclosure Agreement, Affidavit by Bidder and other documents, and for conducting due diligence on the Company pursuant to submission of such documents to the satisfaction of the Lender. We undertake that the information furnished by us in this EOI and NDA, its annexures and other documents, submitted in connection therewith is true, correct, complete and accurate.

We confirm that this EOI is made with full understanding that:

1. The offer/Bid to be made by us will be unconditional, irrevocable and binding on us in all respects.
2. Lender reserves the right to reject or accept any offer either fully or partly, cancel the process for the proposed sale / assignment of outstanding debt of Company at any stage without assigning any reason, and/or accept or reject any EOI.
3. Our offer is on “*as is where is*”, “*as is what is*”, “*whatever there is*” and on a “*without recourse*” basis and on “*All Cash*” structure only to the Lender.
4. We confirm to comply with applicable law and all extant guidelines/ notifications issued by Securities and Exchange Board of India / Reserve Bank of India / Indian Banks’ Association and/or any other regulators from time to time pertaining to transfer/sale/assignment of stressed financial asset of the company.

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5. We also confirm having read and understood and we agree to abide with all the terms of Notification dated 15.10.2026 for transfer / sale of the Stressed Financial Exposure of Company, read along with amendments, corrigendum, clarifications, modifications if any. We agree to be bound by all the terms stated in the notification.
6. We have the financial capacity to undertake the purchase of the stressed financial exposure of the Lender, should our bid be accepted and there are no restrictions and/or prohibitions of any type preventing us from bidding or participating in the process. Further, we hereby confirm that we have cash/cash equivalents as per the notification for the bidding purpose.
7. We hereby confirm that we have adopted fair practices code in compliance with the Reserve Bank of India notifications issued from time to time, as applicable.
8. We confirm that we have deposited an earnest money deposit as required under the Notification and payment receipts are attached along with EOI.
9. We hereby confirm that we are in compliance with and shall continue to comply with the RBI Master Direction (Commercial Banks – Transfer and Distribution of Credit Risk), 2025 and as amended from time to time (“**RBI Master Directions**”).
10. We are eligible and have the capacity to conclude the purchase of the Stressed Financial exposure of the Company in accordance with the applicable laws and regulations of India.
11. Subject to our findings and pursuant to the due diligence review, we intend to submit a bid for the Stressed Financial Exposure in this transaction.
12. We are in compliance with all the 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.
13. The Offer made by us shall be valid for at least 90 (ninety) days from the date of submission of the Offer, unless the process is abandoned or withdrawn by the Lenders in writing before such event. In undertaking this Transaction, we have no conflict of interest with and are not related, directly or indirectly, to the Lender or any of its’ officer/s.
14. We neither belong to the existing promoter group of the Company and are not a subsidiary/ associate/ related party etc. (domestic as well as overseas) of any person belonging to the

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existing promoter group of the Debtor.

15. We do not have any direct or indirect link/connections/interest/relationship with company/ its promoters/ guarantors and/or any of their related parties.
16. The executed NDA, as per the format prescribed in the Notification is annexed to this EOI.
17. We agree and are aware of the fact that the Documents access shall be provided only on the submission of EOI, NDA and EMD.
18. We further understand that the Lenders reserves the right to cancel or modify the process and / or disqualify any interested party without assigning any reason and without any liability. We will regularly visit the website of the Lenders to keep ourselves updated regarding clarifications/ amendments/ time-extensions, if any.
19. Details of our Contact person/Authorized Signatory with address, Contact no. and Email ID.

Name and Designation	Address	Mobile	E-mail

20. All the capitalized terms used herein but not defined shall have the meaning assigned to such terms under the Notification.

I, the undersigned, declare the statements made, and the information provided in the duly completed EOI forms enclosed are complete, true and correct in every aspect.

Name: _____
For and on behalf of: _____
Name: _____
Company Stamp: _____

With regards,
 For and on behalf of _____

(Authorised Signatory)

DMI Finance Private Limited

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Enclosures:

Eligibility Documents to be submitted along with EOI

[Note: The details set out below are to be provided for each of the members]

A. Name and Address:

- (i) Name of the Firm/Company/Organization:
- (ii) Date of Establishment:
- (iii) Address:
- (iv) Telephone No:
- (v) Email:

B. Copies of Certificate of Incorporation / Registration and Constitutional Documents (MoA, AoA) and PAN card, Proof of Payment (UTR details) showcasing deposit of EMD**C. Prospective Bidder Profile:**

- (i) Profile of Bidder (Promoter and Promoters group, Key Managerial Personnel, Shareholders & Shareholding Pattern).
- (ii) RBI registration Certificate/other Regulatory Authorities' Certificate as applicable.
- (iii) Certificate by a practicing-chartered accountant certifying Net-Worth of the Bidder in the prescribed format (Annexure D) (Applicable for Bidders other than ARC).

D. Power of Attorney of the authorized representative / signatory of EOI, supported by necessary Board Resolution.**E. Latest Annual Report for financial year ending on March 31, 2025, or March 31, 2026, as available.****DMI Finance Private Limited**

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Annexure – B: AFFIDAVIT BY BIDDER

(To be executed on stamp paper with such value as applicable in the relevant state of execution)

**FORMAT OF AFFIDAVIT CUM UNDERTAKING FOR COMPLIANCE OF SECTION
29A OF IBC**

[On the stamp paper of adequate amount as applicable for an affidavit, in the State / Union
Territory where this document is executed]

**Affidavit for submitting an Offer for participating in Transfer of Stressed Financial
Exposure i.e., Saha Estate Developers Private Limited**

We, [name of Eligible Bidder CIN having registered office at] are authorised by the board of [insert name of the Eligible Bidder] for giving this affidavit, on behalf of the [insert name of the Eligible Applicant] do hereby solemnly state, submit and undertake to DMI Finance Private Limited (“**DMI**”) as follows:

1. That we are duly authorised and competent to make and affirm the instant affidavit in terms of the resolution of its board of directors/ power of attorney. The said document is true, valid and genuine to the best of our knowledge, information and belief.
2. That capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Insolvency and Bankruptcy Code, 2016 ("**IB Code**").
3. That the Eligible Bidder and/or any person acting jointly or in concert with the Eligible Bidder; or any person covered under Section 29A of the IB Code including but not limited to the 'connected persons' (as defined under Section 29A of the IB Code) is/are not disqualified under the provisions of Section 29A of the IB Code.
4. That the Eligible Bidder unconditionally and irrevocably represents, warrants, confirms, and declares that it is eligible under the terms and provisions of the IB Code (read with the relevant regulations framed there under) to submit this affidavit and EOJ/offer/Bid and it shall provide all documents, representations and information as may be required by DMI to substantiate that the Eligible Bidder is eligible under the IB Code to submit an offer in respect of Offer participating in the Auction for transfer of stressed financial exposure of M/s Saha Estate Developers Private Limited.
5. That the Eligible Bidder unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit and the Offer.

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6. That the Eligible Bidder understands that DMI and / or its advisors (if any) may evaluate the EOI/ offer/Bid submitted by the Eligible Bidder or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations and declarations, representations and warranties provided by the Eligible Bidder under this affidavit and the Offer.
7. If, at any time after the submission of this affidavit and before the declaration of Successful Bidder, the Eligible Bidder becomes ineligible to be an Eligible Bidder as per the provisions of the IB Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of DMI.
8. That the potential security receipt holder/Investor in the Trust/SPV formed by the Bidder for this Transaction is in compliance with provisions of section 29A of IB Code.

Sd/-

Authorized Signatory

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Annexure C

NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made and entered into at New Delhi on this ____ day of October 2026 (hereafter referred to as “**Agreement**”).

BETWEEN

.....(**ARC**), a company Incorporated under the Companies Act, 1956 and registered as a Securitizations and Reconstruction Company pursuant to section 3 of the securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 and having its Registered Office at and Corporate Office at (hereinafter referred to as “**ARC**” or “**the Receiving Party**”), which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns of the **ONE PART**:

DMI Finance Private Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Express Building, Third Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi - 110 002 (hereinafter referred to as “**DMI**” or “**the Disclosing Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**:

ARC and **DMI** are hereinafter collectively referred to as “**the Parties**” and individually as the “**the Party**”.

WHEREAS

The Receiving Party intends to submit a counter bid for purchase of the impaired financial assets pursuant to the notification dated 15.10.2026 issued by the Disclosing Party. In the course of such bid, it is anticipated that DMI may disclose or deliver to Receiving Party certain or some confidential or proprietary information in respect of sale of impaired financial assets for the purpose of enabling Receiving Party to evaluate and submit the bid (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 Disclosing Party to the Receiving Party in connection with

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Purpose. Confidential Information shall include any copy, abstract, extract, sample, note or module / softcopies thereof. The Receiving Party may use the Confidential Information solely for and in connection with the Purpose and shall not use it for any other purpose.

2. 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. **Non-disclosure:** The Receiving Party shall not use or disclose any Confidential Information or any material derived therefrom to any other person or entity other than consultants / advisors/ employees of the Receiving Party who need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants/ advisors /employees only if such person has executed a non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify in writing the Disclosing Party as soon as reasonably practicable, when it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of terms of this Agreement.
3. The Receiving Party can disclose the Confidential Information as required pursuant to an order of a court or governmental agency, 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.
4. **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.
5. **Term:** This Agreement and the obligations hereunder shall be effective from _____ day of _____ 2026 and shall terminate on the Expiry Date, being the earlier of:
 - (a) the date falling [12] months from the date of submission of the bid for the Purpose, or
 - (b) the consummation of any transaction between the Parties pursuant to the Purpose.
6. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential

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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 trade mark, 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.

7. **Return of Confidential Information:** Upon expiration or termination as contemplated above and upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules / softcopies thereof to the Disclosing Party within seven (7) days after receipt of notice and save to the extent that the Receiving Party is required to retain any Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or rules of any stock exchange provided always that the Confidential Information so retained shall continue to be subject to the obligations contained in the Agreement, save and except when the same enters the public domain.
8. **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 may not be adequate. 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.
9. **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.
10. **Governing Law:** The provisions of this Agreement shall be governed by and construed in accordance with the laws of India and the competent courts in New Delhi only shall have the exclusive jurisdiction in relation to all matters arising out of or in connection with this Agreement.
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

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CIN: U64990DL2008PTC182749

inducement by either Party to the other Party with respect to the fitness of such Confidential Information for any particular purpose other than for the Purpose.

12. The Disclosing Party warrants that it has the legal right and authority to make the disclosures under this Agreement.

In Witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

**For and on behalf of
DMI Finance Private Limited**

(Name & Designation)
(Authorised Representative)
(Disclosing Party)

For and on behalf of (ARC)

(Name & Designation)
(Authorised Signatory)
(Receiving Party)

DMI Finance Private Limited

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