**Expression of Interest**

Date: \_\_ September 2025

To,

Samunnati Finance Private Limited,

Baid Hi Tech Park, 8th Floor,

No 129 B, East Coast Road

Thiruvanmiyur, Chennai-600041

**Kind Attention:** **Mr­­­­­­­­­­­­­­­­. A Pushparaj**

Dear Sir,

**Subj.:** **Sale of stressed loans by Samunnati Finance Private Limited (SFPL)**

We refer to your newspaper advertisement dated 27th September 2025 for sale of stressed loans portfolio by Samunnati Finance Private Limited to Asset Reconstruction Companies.

In this regard, we hereby confirm our intention to proceed with due diligence in Data Room being setup by you for purchase of the portfolio of stressed loans from Samunnati Finance Private Limited on SR basis.

We further confirm that:

1. We are eligible and have the capacity to conclude the purchase of portfolio of stressed loans in accordance with the applicable laws and regulation of India.
2. We intend to submit and Bid for the purchase of portfolio subject to our findings and pursuant to the due diligence review.
3. We have the financial capacity to undertake the purchase of the portfolio offered for sale, should our bid be accepted.
4. In undertaking this transaction, we have no conflict of interest with and are not related, directly or indirectly, to Samunnati Finance Private Limited.
5. We undertake not to submit bids below the Reserve Price to be communicated by the company at later date.
6. We agree to submit our bid along with an Earnest Money Deposit (EMD) of 1% of the amount of the current bid with the Company for this pool. i.e. Rs 75,00,000 (Rupees Seventy-Five Lacs Only).
7. We undertake to purchase the portfolio of stressed loans on the terms and conditions proposed by Samunnati Finance Private Limited.

Non-Disclosure Agreement (NDA) & copy of Registration Certificate issued by Reserve Bank of India (RBI) are enclosed for your reference.

Yours faithfully,

**For ……………………….,**

**Authorised signatory**

**Enclosure:**

1. Copy of Registration Certificate issued by RBI
2. NDA

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (**"Agreement"**) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”) at Chennai, Tamilnadu, India

BY AND BETWEEN

**SAMUNNATI FINANCE PRIVATE LIMITED,** a Company registered under the Companies Act, 2013, and a Non- Banking Financial Company registered with the Reserve Bank of India, having its registered office at Baid Hi Tech Park, 8th Floor, No. 129 B, East Coast Road, Thiruvanmiyur, Chennai 600041 (hereinafter referred to as **“Samunnati”** which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **One Part;**

AND

**……………………………………………………….**having its registered office at, ………………………………..(hereinafter referred to as or “……………….” which expression should include its successors and assigns) of the **Other Part;**

Samunnati and ……………………….are hereinafter referred together as “Parties” and each individually as “Party”

The Parties intend to participate in discussions in order to explore a potential business relationship and the Parties may share information that is confidential and proprietary either during the discussions or during the course of the business relationship, for the purpose of enabling the parties to interact and work productively (hereinafter referred to as the “Transaction").

In the course of such discussions and negotiations, the Party that discloses Confidential Information (defined herein below) to the other Party shall be referred to as the “Disclosing Party” and the Party that receives such Confidential Information from the other Party shall be referred to as the “Recipient” on the terms and conditions set forth in this Agreement.

Now therefore in consideration of the mutual covenants set forth in this Agreement, the Parties agree to the following:

1. **Definition**

1. **“Confidential Information”** means any trade secrets or other information of the either Parties that is not generally available to the public, whether of a technical, business or other nature (including, without limitation, any information relating to either Party’s technology, products, design, services, finances, customer information/documents, Customers Data, assets, liabilities, business plans, business opportunity, marketing plans, strategies, projections, customers, prospects, promotional materials, or other affairs), that is disclosed to the Recipient either directly or indirectly, in writing, orally or by inspection of tangible objects, during the term of this Agreement and that the Recipient knows or has reason to know is confidential, proprietary or trade secret information of Disclosing Party . Information disclosed orally shall also be considered Confidential Information and shall also include non-public information of Disclosing Party or which under the circumstances

surrounding disclosure ought to be treated as confidential or such other information, which Disclosing Party desires to protect against unrestricted disclosure or competitive use.

1. **Use of Confidential Information**

Recipient agrees to use the Confidential Information solely in connection with the Transaction and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Recipient hereunder. Title to the Confidential Information shall remain solely with Disclosing Party. All use of the Confidential Information by the Recipient shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Recipient shall be the sole property of the Disclosing Party.

1. **Disclosure of Confidential Information**

From time to time, Disclosing Party may disclose Confidential Information to the Recipient. The Recipient shall:

1. limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the Transaction, and only for that purpose;
2. advise its representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement;
3. keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and
4. not disclose any Confidential Information received by it to any third Parties (except as otherwise provided for herein and otherwise if required, only with the consent of the Company).
5. **Term and Confidentiality Period**

This Agreement shall commence on effective date and unless earlier terminated shall continue in full force and effect for the period of \_\_\_\_\_\_\_\_\_\_\_\_**.** Irrespective of the date of termination, Recipient’s obligation with respect to Confidential Information under this Agreement shall be perpetual.

1. **Exclusions**

This Agreement imposes no obligations with respect to information which: (a) was in Recipient’s possession before receipt from either Party, (b) is or becomes a matter of public knowledge through no fault of Parties, (c) was rightfully disclosed to Recipient by a third party without restriction on disclosure or (d) is developed by Recipient without use of the Confidential Information as can be shown by documentary evidence. Recipient may make disclosures required by court order provided Recipient makes commercially reasonable efforts to provide Disclosing Party with notice of such disclosure as promptly as possible and uses diligent efforts to limit such disclosure and obtain confidential treatment or a protective order and has allowed Disclosing Party to participate in the proceeding. Notwithstanding any other term of this Agreement, Recipient is prohibited from confirming or commenting on any information, public or otherwise, concerning Disclosing Party or its business, regardless of its accuracy, without prior express written permission from the Disclosing Party.

1. **Return or Destruction of Confidential Information**

The Recipient shall immediately return and redeliver to Disclosing Party, all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memorandum, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials (“Notes”) (and all copies of any of the foregoing, including “copies” that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: (i) the completion or termination of the dealings between the Parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request;

provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Recipient, with the written consent of Disclosing Party may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of Disclosing Party supervising the destruction).

1. **Notice of Breach.**

The Recipient shall notify the Disclosing Party immediately upon discovery of, or suspicion of, (1) any unauthorized use or disclosure of Confidential Information by the Recipient or its representatives; or (2) any actions by the Recipient or its representatives inconsistent with their respective obligations under this Agreement, and the Recipient shall cooperate with any and all efforts of Recipient to help it regain possession of Confidential Information and prevent its further unauthorized use.

1. **No Binding Agreement for Transaction**

The Parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement, except for the matters specifically agreed between Recipient and the Disclosing Party. The Parties further acknowledge and agree that Disclosing Party reserves the right to instruct the Recipient to reject any and all proposals and to terminate discussions and negotiations with respect to the Transaction at any time. This Agreement does not create a joint venture or partnership between the Parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the Parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

1. **Proprietary Rights**

The Recipient does not acquire any intellectual property rights or any other rights under this Agreement except the limited right to use the Confidential Information with prior consent from Disclosing Party.

1. **Publicity**

The Recipient shall not authorize any third party to make any public announcement or other disclosures related to this Agreement. For the purposes of this Agreement public announcements include disclosures to any person or entity other than the Recipient, by any means, including but not limited to, press releases, written or oral statements made to the media, blogs, trade organizations, publications, websites, or any other public audience or unauthorized third Parties.

1. **Exclusivity**

Should the exchange of confidential information lead to any form of transaction or business relationship, the Disclosing Party agrees that it will engage Recipient exclusively for the partnership or service relationship and not any other partner or service provider.

1. **Dispute Resolution**

In the event of any controversy or claim arising out of or relating to this Agreement or breach of any duties hereunder shall be referred to a Sole Arbitrator nominated by Councils for National and International Commercial Arbitration (CNICA), Chennai or Southern India Chamber of Commerce Centre for ADR (SCA), Chennai or Madras Chamber of Commerce (MCCI), Chennai or Kovise Foundation Conflict Resolution International (KFCRI) (hereinafter referred as “Arbitration centre/s”). The Venue and jurisdiction seat of arbitration shall be at Chennai, Tamil Nadu and the language shall be in English.

For all purposes of the Arbitration Proceedings and further proceedings in pursuance of the Arbitration and Conciliation Act, 1996, the Courts at Chennai shall have exclusive jurisdiction.

The award passed by the Sole Arbitrator shall be final and binding on both the Parties hereto. In the event that the physical hearing could not be conducted due to any pandemic or due to the reasons beyond the control of the parties, the arbitration may be administered and conducted through the digital platform as decided by Arbitration centre.

1. **Injunctive Relief**

The Recipient acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages are an insufficient remedy for the Disclosing Party and therefore that upon any breach of this Agreement, Disclosing Party will be entitled to appropriate equitable relief in addition to the remedies available under specific acts.

1. **General**
	1. Although the restrictions contained in this Agreement are considered by the Parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
	2. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph).
	3. No term or provision hereof will be considered waived by either Party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching Party. No consent to, or waiver of, a breach by a Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.
	4. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

**IN WITNESS WHEREOF,** the Parties hereto have executed these presents the day, month and year first hereinabove written.

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| --- | --- |
| **For SAMUNNATI FINANCE PRIVATE LIMITED** | **For**  |
| **Signature:** | **Signature:** |
| **Name:**  | **Name:**  |
| **Designation:**  | **Designation:**  |