

## **Public Notice Document for sale of certain identified stressed loan portfolio of Netafim Agricultural Financing Agency Private Limited**

### **Disclaimer**

This document shall be referred to as the Public Notice Document (“**PND**”) for sale of certain identified Non-Performing Loans on the books of Netafim Agricultural Financing Agency Private Limited (“**NAFA**”), under the *Swiss Challenge Method*, based on an existing offer received from a bidder, who will have the right to match the highest bid. The purpose of this document is to provide information to bidders who are eligible transferee(s) as per the *Master Direction – Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021* dated September 24, 2021 (as amended, modified, supplemented or restated from time to time) issued by the Reserve Bank of India (RBI) (“**RBI Guidelines**”), in respect of the sale of the identified assets.

It is presumed and understood that by participating in this process, each of the participating bidders has carried out their own independent due-diligence and assessment in respect of any or all matters, information, statements, etc. covered / sought to be covered or contained in this PND and any documents that may be provided by NAFA during the course of the process pursuant to this PND. Bidders should form their own views as to whether information provided herein or separately is relevant to any decisions that they take and should make their own independent assessment in relation to any additional information that they may require.

Notwithstanding anything contained in this PND, neither NAFA, nor its employees or its advisors accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this PND, even if any loss or damage is caused by any act or omission on the part of NAFA or its employees or its advisors, whether negligent or otherwise.

Prospective bidders should note that they must have the capacity and legal competence to enter into and conclude the transaction for purchase of the identified assets in compliance with all applicable laws.

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

The sale of the identified assets is on an “**As is where is, as is what is, whatever there is and without recourse basis**” in the manner set out in this PND.

Please note that the sale of the identified assets of NAFA will be subject to final approval by NAFA. NAFA reserve the right to alter, modify the terms and conditions of the said sale or to cancel the proposed sale at any stage of transaction, without assigning any reason whatsoever. The decision of NAFA in this regard shall be final, binding and conclusive.

## Process for Submission of Bid

### A. Introduction

NAFA is a company registered with RBI as a Non-Deposit taking Non-Systemically Important NBFC (“ND-NSI-NBFC”) with its registered office in Mumbai.

### B. About the Sale of identified assets

1. NAFA invite bids from eligible transferee(s) for the purchase of their identified assets as per the extant RBI guidelines. The aggregate principal outstanding of identified assets has a gross value of approximately INR 176 Crores (approximately Indian Rupees One Seventy-Six Crores only) as on March 31, 2023. Details of the identified assets shall be shared after execution of the Non-Disclosure Agreement in the format set out in **Annexure 1 (“NDA”)** by the bidder. Identified assets of NAFA are being offered for sale as a single pool of assets, respectively, on an **“As is where is, as is what is, whatever there is and without recourse basis”** and only on:
  - a. Upfront Cash Basis (**“Cash Basis”**); or
  - b. Cash: Security Receipts (SRs)’ basis (**“Cash:SR Basis”**)

NAFA may prefer bids with higher cash component.

2. NAFA are in receipt of a binding offer (**“Base Bid”**) from a bidder (**“Anchor Bidder”**) for acquisition of the Identified assets of NAFA for a consideration of INR 53.10 Cr/- (Indian Rupees Fifty Three Crore Ten Lakhs only) at 15:85 cash: security receipt structure with cash portion equal to 15% of the purchase consideration, i.e., INR 7.97 Crores (Indian Rupees Seven Crore and Ninety Seven Lac only) and Security Receipts (SRs) portion equal to 85% of the purchase consideration, i.e., INR 45.14 Crores (Indian Rupees Forty Five Crores and Fourteen Lacs only) (collectively, **“Offer Amount”**). Other key terms of the base bid are as under:
  - a. Management fee: 4% p.a. plus GST
  - b. Waterfall mechanism for Trust related expense payments
3. The minimum mark-up over and above the Base Bid is fixed at: 5% of the Base Bid (**“Minimum Mark-Up”**).
4. The eligible interested participant is required to provide bids for the identified assets being sold by NAFA on terms which are comparable to the Base Bid and which meets or is in excess of the Minimum Mark-Up in compliance with the RBI Guidelines.
5. All collections from the NPL portfolio post the cut-off date (March 31, 2023) till the assignment of portfolio (**“interim period”**) will be transferred to the trust floated by the ARC for the purpose of this transaction and a portion of which is to be utilised for the working capital requirements of the Trust.

### C. Schedule of Sale Process

Sr No.	Activity	Indicative Date
1.	Uploading of sale publication on NAFA’s website.	October 18, 2023
2.	Receipt of duly signed NDA from interested participants.	October 25, 2023, on or before 6 PM (IST)

<b>Sr No.</b>	<b>Activity</b>	<b>Indicative Date</b>
3.	Initiation of Due diligence exercise by interested participants who submits NDA on or before due date	October 27, 2023
4.	Completion of due diligence exercise	November 20, 2023
5.	Submission of final binding offer under Swiss Challenge	November 27, 2023, on or before 6 PM (IST)
6.	Exercise of 'Right of First Refusal' by Anchor Bidder	December 05, 2023
7.	Declaration of Successful Bidder	December 15, 2023

NAFA shall be entitled to, in their sole discretion, cancel or change or extend any timelines indicated above and the same shall be fully binding on the participating bidders.

#### **D. Process for submission of Bid**

1. The eligible transferee as per the extant RBI Guidelines, who are interested in participating in the sale process need to submit the duly signed NDA to NAFA in a sealed envelope to Mr. Vishal Bansal, Partner, Ernst & Young LLP, 17th Floor, The Ruby, Senapati Bapat Marg, Dadar (West), Mumbai, Maharashtra, India 400028 and share scanned copies of the same by e-mail to project.purple@netafim.com on or before 06.00 PM (IST) on October 25, 2023 which may be taken note and strictly adhered to since no further extension will be made. The drafts of the NDA, as provided in Annexure 1, are final and no deviations from the same will be accepted. NAFA may entirely, at their own discretion, refuse to consider and/or accept any request from intending bidders for modifications in the said draft NDA.
2. It is hereby clarified that the interested participants who submit the NDA shall only be eligible to participate in the sale process.
3. Please note that the identified assets will be sold as a pool of assets.
4. The details of the identified assets will be made available on receipt of duly executed NDA by the interested participant. Such details will be furnished on the basis of available data and shall not be deemed to be a representation of NAFA or the quality of the assets. The prospective bidders shall conduct their own due diligence, investigation, analysis and independent verification.
5. The prospective bidders who have submitted the duly signed NDA within the above stipulated date, shall, for conducting the due diligence, be given access to inspect the information and documents available with NAFA of the NPL portfolio through a Virtual Data Room. The relevant details in this regard will be communicated to the prospective bidders. In case, NAFA do not receive duly signed NDA on or before October 25, 2023 6.00 PM (IST), NAFA, in its sole discretion, reserve the right to proceed with the execution of Assignment Agreement and related documents with the Anchor Bidder and undertake the sale of NPL portfolio anytime on or after October 25, 2023.
6. For any queries or any clarification regarding the process, the following persons can be contacted from 10:00 AM to 05:00 PM:

<b>Name</b>	<b>Mobile No.</b>
Pooja Malani	+91 9833991667

Sachin Kawadiya	+91 9460405885
-----------------	----------------

7. The due diligence process can be conducted till November 20, 2023, by the prospective bidder who submits NDA as per point number 1 above.

The interested participants can bid (under the Swiss Challenge method) for the identified assets by submitting the Bid Document as per the format given in **Annexure 2** along with their bids (the minimum bid amount for the identified assets being offered by NAFA must be the Offer Amount for identified assets plus the Minimum Mark-Up over and above the Offer Amount and must be in Indian Rupees on or before 06.00 PM (IST) on November 27, 2023 ("**Due Date**") in a sealed envelope superscribed with the words "*Counter Bid for purchase of identified assets*" to Mr. Vishal Bansal, Partner, Ernst & Young LLP, 17th Floor, The Ruby, Senapati Bapat Marg, Dadar (West), Mumbai, Maharashtra, India 400028 and share scanned copies of the same by e-mail to project.purple@netafim.com. Please take note of and strictly adhere to the Due Date.

8. It would be deemed that by submitting the bid, the prospective bidder has read, understood and has made a complete and careful examination of all the information given in this PND pertaining to the identified assets and has conducted its own due diligence in respect of the same and is fully convinced and satisfied with the details of the loans and the title and marketability of the underlying securities comprising the identified assets. Neither NAFA nor its employees nor its advisors are responsible or liable for any of the consequences arising therein or relating to it.
9. Since the sale is under the Swiss Challenge method, only counter bids are expected. If no counter bids are received or if no counter bids received meets / crosses the Minimum Mark-Up, the Base Bid shall become the winning bid. The highest bid received which meets / crosses the Minimum Mark-Up will be the challenger bid. The Anchor Bidder shall be entitled to match the challenger bid. If the Anchor Bidder either matches the challenger bid or bids higher than the challenger bid, such bid shall become the winning bid; else, the challenger bid shall be the winning bid. The final decision to sell/transfer the identified assets to the highest / challenger bid shall be of NAFA.
10. Prospective bidders are expected to submit their bid after an independent study and assessment in respect of the identified assets and value thereof before submitting their bids. By virtue of submission of the bid, it shall be deemed that the bidders have conducted their own independent due diligence at their own costs including verifying various legal proceedings, as well as ascertain the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to their satisfaction before submitting the bid irrespective of whether the documents/information provided in the due-diligence process disclose the foregoing or not. Any bid made shall be deemed to have been submitted after complete satisfaction of bidders thereto and hence the participants shall not be entitled to make any representations or raise any query/objection to NAFA as to the title or condition of the identified assets or any part thereof or any liabilities/ encumbrances/ dues/ taxes/ levies irrespective as to whether they are disclosed or undisclosed.
11. The bidder is required to and must exercise utmost good faith, due care and diligence in the preparation and submission of the bid and must ensure that all information provided therein is accurate and complete.
12. The bidder shall be under their own obligation to follow all extant guidelines/notification issued by Government of India (GoI) / RBI/ Securities and Exchange Board of India (SEBI)/ Indian

Bank's Association (IBA) / other regulators from time to time pertaining to transfer of stressed loan exposure.

13. It should however be noted that NAFA does not make any representation as to the correctness, validity or adequacy, sufficiency or otherwise of any such information pertaining to liabilities, encumbrances and statutory dues of the identified assets. The bidders should do their own due diligence to verify the same. NAFA do not undertake responsibility for adequacy or sufficiency of information and documents related to financial assets in respect of the identified assets.
14. Conditional and/or contingent bids shall be liable to be disqualified by NAFA.
15. The bidder shall not be entitled to withdraw or cancel the bid once submitted.
16. The successful bidder shall agree to take all the risks and responsibilities in respect of various agreements with the obligor and obligations/ contracts/ liabilities undertaken by NAFA on behalf of the obligor now due or that may become due in future.
17. All costs, expenses and liabilities incurred by each bidder in connection with the transaction of sale of identified assets, including (without limitation) in connection with due diligence, preparation and/or submission of the bid, including fees and disbursements of its own advisors, if any, shall be borne and paid by such bidder, whether its bid is accepted or rejected for any reason and NAFA do not assume any liability whatsoever in this connection.
18. In the event no NDA is received on or before 06.00 PM (IST) on October 25, 2023, NAFA reserve the right to conclude the sale of identified assets with the Anchor Bidder.
19. Any discussions or any clarifications, information sought or divulged with respect to the bid will not constitute an invitation or commitment by NAFA to enter into any agreement, undertaking or covenant with the bidder nor shall NAFA be liable to consummate or deal with any participant on the basis of such discussion, negotiation, information.
20. The successful bidder shall be solely and absolutely responsible for completion of all statutory, regulatory and other compliances for the assignment of the identified assets including incurring of any costs, charges and expenses and payment of fees and duties (including the adjudication, stamp duty and registration fee and other similar levy payable and whether payable in one or more states or jurisdictions), statutory and otherwise.
21. NAFA reserve the right to alter, modify the terms and conditions of the proposed sale or to cancel the proposed sale at any stage of the transaction, without assigning any reason whatsoever. The decision of NAFA in this regard shall be final, binding and conclusive. Please note that the sale shall be subject to final approval by NAFA.
22. The successful bidder will be intimated by NAFA after conducting bidding by following the Swiss Challenge process. Sale of identified assets to the successful bidder shall be affected by execution of the necessary and appropriate assignment agreement(s) in favour of the successful bidder, only upon receipt from the successful bidder of the entire purchase consideration. Submission of the bid shall be construed as unconditional acceptance of the same.
23. Please note that any taxes that may be arising out of the transaction shall be payable by the successful bidder/transferee.

24. All the documents that the successful bidder has to collect from NAFA under the terms of the assignment agreement(s) will be held at Unit No.308, 3rd Floor, Windfall, Sahar Plaza Complex, Andheri Kurla Road, JB Nagar, Andheri East, Mumbai-400059, Maharashtra, India, until collected by the successful bidder during normal office hours on or after the execution of assignment agreement(s) and at any date within 45 (forty-five) days of the execution of assignment agreement(s). It should be noted that it shall be the sole responsibility of the successful bidder, at its own cost and expense, to collect the aforesaid documents from the office of NAFA.
25. NAFA may, at any time until actual assignment and for any reason, without giving any reason thereof, cancel the sale process and in its sole discretion follow a different method for sale/transfer of the identified assets which may not be mentioned above or change/extend the deadlines/timelines outlined in this PND. NAFA shall communicate such change/extension/cancellation, if any, to the bidders. Upon such action, NAFA's decision in this behalf shall be final and binding on all the bidders.
26. NAFA reserves the right to accept/reject any bid in compliance with the RBI Guidelines and the terms outlined in this PND, without assigning any reasons at their discretion. The decision of NAFA in this regard shall be final and conclusive.
27. In the event of any dispute and/ or difference on the point of meaning or definition of any particular word used in this PND or, in respect of interpretation of any clause of this PND or, this PND as a whole or, in respect of sequence of events mentioned therein, decision of NAFA shall be final and binding on all the parties concerned.
28. Disputes, if any, arising between the parties in relation to this PND shall be settled by way of mutual discussion and in case an amicable settlement is not reached, shall be subject to the exclusive jurisdiction of courts situated at Mumbai, and governed in accordance with the laws of India.
29. NAFA has the absolute and unimpeachable right with respect to all the matters starting from receiving, considering, accepting the bid or transferring the identified assets and such right without limitation encompasses right to not to receive, not to consider, not to accept the bid and decide not to transfer the assets in the identified assets in compliance with the RBI Guidelines. NAFA shall not be obligated to entertain any claim from any prospective investor in this regard.
30. NAFA may, at their sole discretion, add, amend, vary, modify, delete, any of the conditions of this PND as may be deemed necessary in the light of the facts and circumstances and also issue one or more addenda, corrigendum as required without giving any reasons thereto.

For Netafim Agricultural Financing Agency Private Limited

Sd/-

Authorized Signatory

Date: October 18, 2023

Place: Mumbai

## Annexure 1

### Non-Disclosure Agreement

[On stamp paper of appropriate value]

### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Agreement**”) has been made and entered into at Mumbai, this [•] day of \*\*Month\*\* 2023 by and

BETWEEN

[**Prospective Investor Name**], a company incorporated under the Companies Act, 1956 and existing under Companies Act, 2013/ a body corporate or corporation [*Note to Investor: Please retain/insert appropriate description as per the laws of incorporation*]2013 having its registered office at [Prospective Investor Address] / principal place of business at [*Insert Address*] (hereinafter referred to as “[**Prospective Investor**]” or “[**Receiving Party**]” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

**NETAFIM AGRICULTURAL FINANCING AGENCY PRIVATE LIMITED**, a non-banking financing company, offering customized financial solutions to farmers and various stakeholders, incorporated under the Companies Act, 2013 and having its Registered Office at Unit No. 308, 3<sup>rd</sup> Floor, Windfall, Sahar Plaza Complex, Andheri Kurla Road, JB Nagar Andheri East, Mumbai Maharashtra 400059. (hereinafter referred to as “[**NAFA**]” or “[**Disclosing Party**]” which expression unless repugnant to the context or meaning thereof be deemed to include its successors) of the **OTHER PART**.

[**Prospective Investor**] and NAFA are hereinafter collectively referred to as “the Parties” and individually as “Party”.

### WHEREAS:

NAFA is looking to sell its existing Non-Performing Loan Portfolio, in adherence with the extant guidelines of the Reserve Bank of India (“**RBI**”) governing transfer of loan exposures. In the course of such discussions and negotiations, it is anticipated that the Disclosing Party require to disclose or deliver to the Receiving Party certain or some of its trade secrets, financials or confidential or proprietary information, for the purpose of enabling the other Party to evaluate the portfolio of assets on sale (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 the Disclosing Party (or its advisors) to the Receiving Party 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. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects, or is derived from any Confidential Information shall also constitute Confidential Information.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (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.

2. **Non-disclosure:** The Receiving Party shall not use or disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than the terms and conditions set out in this Agreement. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees and consultants to assure against unauthorized use or disclosure. 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 therefor and, the Receiving Party shall indemnify and hold harmless the Disclosing Party for any loss, damages, costs and expenses incurred by the Disclosing Party or any person acting on its behalf due to such breach of obligations. The parties agree that the indemnification rights of the disclosing party shall not be the sole monetary remedy.

Provided that the Receiving Party may disclose Confidential Information to a court or any other judicial or quasi-judicial authority pursuant to an order of such court or authority 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.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and all obligations of confidentiality as laid down in this Agreement shall continue till establishment of a formal business relationship between the Parties in relation to the Purpose and execution of definitive agreements therefor or till expiry of a period of 2 (two) years from the date hereof, whichever is earlier. Upon expiration, annulment or termination of the Purpose as contemplated herein, the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.
5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any



trademark, patent or copyright, or application for 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 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 (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Authority:** The Receiving Party hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Agreement.
8. **Compliance:** The Receiving Party shall comply with all provisions of law (applicable to it) for the time being in force relating to confidentiality, competition/data protection/anti-trust and/or insider trading in relation to such Confidential Information.
9. **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 that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
10. **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.
11. **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 submitted to the jurisdiction of the courts/tribunals in Mumbai.
12. **Counterparts** - This Agreement shall be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.
13. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any information disclosed hereunder whether provided in physical or electronic form. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose (including the Purpose) or infringement of trademarks, patents, copyrights or any right of third persons.

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

**For and on behalf of**  
**[Prospective Investor Name]**

---

Name of Authorised signatory:  
Designation:

**For and on behalf of  
NETAFIM AGRICULTURAL FINANCING AGENCY PRIVATE LIMITED**

---

Name of Authorised signatory:  
Designation:

Notes:

1. The Prospective Investor should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this Non-Disclosure Agreement for delegation of power hereunder on behalf of the Prospective Investor.
2. The Receiving Party to take a print at their end, and, after putting their signatures, the entire signed agreement will be sent back to the Disclosing Party by email, with a confirmation from the Receiving Party that that they have put their signatures on the same document that was sent to them by the Disclosing Party.  
*If the Receiving Party is a resident entity, then it will put a stamp paper (with value of INR 600 being the applicable stamp duty in Maharashtra, or any such higher amount as applicable in the place of signing by the Receiving Party) and send the entire signed document along with the stamp paper firstly by email (along with the aforesaid confirmation),, and followed by courier of the original signed document, to the Disclosing Party.*  
*If the Receiving Party is a non-resident entity, then upon receiving an email along with signed document from the Receiving Party (being a non-resident entity), the Disclosing Party will put a stamp paper (with value of INR 600 being the applicable stamp duty in Maharashtra) on the top of the signed agreement.*

**Format for Bid Document**

*(To be issued on the letter head of the Bidder)*

Date: \_\_\_\_\_

To,  
Mr. Vishal Bansal  
Ernst & Young LLP  
17<sup>th</sup> Floor, The Ruby,  
29, Senapati Bapat Marg,  
Dadar West,  
Mumbai - 400028, India

Sir / Madam,

**Sub: Sale of identified assets of Netafim Agricultural Financing Agency Private Limited**

1. We refer to the Public Notice Document dated October 18, 2023 (“**PND**”) available on the website of Netafim Agricultural Financing Agency Private Limited (“**NAFA**”). We hereby express our interest to acquire the financial assets put up for sale by NAFA, pursuant to the said Public Notice Document.
2. We hereby confirm that:
  - a. being duly authorised to represent and act for and on behalf of \_\_\_\_\_ and having studied and fully understood all the information provided in the above referred PND, the undersigned hereby apply as a bidder for the purchase of identified assets of NAFA accordingly to the terms and conditions of the offer specified in the PND after understanding all consequences and with full satisfaction;
  - b. the PAN of the bidder is \_\_\_\_\_;
  - c. NAFA are hereby authorised to conduct any inquiries/investigation, without being bound to do so, to verify the statements, documents and information submitted in connection with the bid;
  - d. NAFA and their authorised representatives may contact the following person(s) for any further information – \_\_\_\_\_;
  - e. we are eligible and have the financial capacity to conclude the purchase of the identified assets in accordance with the applicable laws and regulations of India;
  - f. in undertaking this transaction, we have no conflict of interest with and are not related, directly or indirectly, to NAFA.
3. Resolution of Board of Directors / Power of Attorney (POA) duly supported by the Board Resolution authorizing the signatories of the Bid Document has been enclosed. Details of the contact Person / authorised signatory with address, contact no and email ID is as under:

<Contact Person / Authorised Signatory>

<Address>

<Contact No.> & <Email Id>

4. The details of our bid are as follows:  
*(Insert the bid details)*

With regards,

<**Authorized Signatory**>

Encl

1. Resolution of Board of Directors / Power of Attorney (POA) duly supported by the Board Resolution authorising the signatories of the Bid Document.
2. Certificate from Statutory Auditor.