

Disclaimer

This document shall be referred to as the Bid Process Document ('BPD') for Transfer/Assignment of Identified Non-performing Assets ('Identified NPAs/NPAs') of STCI Finance Limited ('STCI') to Permitted Transferees and Asset Reconstruction Companies ('ARCs') (collectively termed as 'Permitted Entities'/Bidders') as per the Reserve Bank of India (Non-Banking Financial Companies - Transfer and Distribution of Credit Risk) Directions, 2025 dated November 28, 2025 ('RBI Directions') issued by the Reserve Bank of India ('RBI'). BOB Capital Markets Limited ('BOBCAPS'), has been mandated by STCI, to assist & advise STCI on the bid process & matters incidental thereto in connection with Transfer/Assignment of Identified NPAs/NPAs.

The purpose of this BPD is to provide information in respect of the Transfer/Assignment of Identified NPAs/NPAs of STCI to Permitted Entities and the process to be followed in respect of the same.

It is presumed and understood that by participating in this process, each of the Bidder/s has carried out / will carry out their own independent due-diligence and assessment in respect of any or all matters, information, statements, etc. covered or sought to be covered or contained in this BPD and any information or documents that maybe provided by STCI/BOBCAPS during the course of the process pursuant to this BPD. Bidder/s should form their own views on the information provided herein or any information that may be provided by STCI/BOBCAPS separately or on the basis of their own independent assessment in relation to any additional information that they may require.

Bidder/s must note that the Transfer/Assignment of Identified NPAs/NPAs of STCI will be on an 'As is where is', 'As is what is', 'Whatever there is' and on a 'Without recourse' basis on 100% Upfront Cash Basis and in terms of Reserve Bank of India ('RBI') guidelines, as amended from time to time. Completion of the Transfer/Assignment of the Identified NPAs/NPAs shall be at the sole discretion of STCI irrespective of whether anchor bid, counter bids have been received or whether a winning bid has been declared.

Bidder/s should note that they must have the capacity and be legally competent to enter into and conclude the transaction for transfer purchase of Identified NPAs/NPAs of STCI in compliance with all applicable laws, including all regulations, directions and guidelines framed by the RBI in this regard from time to time.

The information contained in this BPD or any other information which may be provided to Bidder/s is subject to change without prior notice. STCI/BOBCAPS may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged transfer/assignment process mentioned hereunder.

The STCI/BOBCAPS do not make any express/implied warranty/guarantee or any confirmation as the Bidder/s are supposed to carry out their own due diligence and form their own decision as regards the bidding process. The STCI/BOBCAPS shall not be liable for any decision taken by the Bidder/s in the bidding process and thereafter in the transaction.



STCI FINANCE LIMITED

(Formerly Securities Trading Corporation of India Limited)

Bid Process Document for Transfer/Assignment of Identified Non-Performing Assets of STCI Finance Limited

STCI Finance Limited ("STCI") is a Systemically Important Non-Deposit taking NBFC registered with Reserve Bank of India (RBI), having its registered office at A/B 1 – 802, 'A' Wing, 8th Floor, Marathon Innova, Marathon Nextgen Compound, Off Ganpatrao Kadam Marg, Lower Parel (W), Mumbai – 400013. STCI has appointed BOB Capital Markets Limited ('BOBCAPS'), for assisting & advising them on the process ('**Process Advisor**') & matters incidental thereto in connection with Transfer/Assignment of Identified Non-performing Asset ('**NPA**'). STCI proposes to Transfer/Assign NPA in the account of **Kay Bouvet Engineering Limited** ('**KBEL**'). The Transfer/Assignment of KBEL shall be as per Reserve Bank of India (Non-Banking Financial Companies - Transfer and Distribution of Credit Risk) Directions, 2025 dated November 28, 2025 ('**RBI Directions**') issued by the RBI and as per STCI's Policy, to transfer the identified NPAs. STCI places the Transfer/Assignment of KBEL to Permitted Transferees and Asset Reconstruction Companies ('**ARCs**') (collectively referred to as '**Permitted Entities**'/'**Bidders**') as specified in the RBI Directions on the stipulated terms and conditions as mentioned hereinafter. Only Permitted Entities can participate in this transfer/assignment process.

Terms & Conditions for Bidding

1. The details of the NPAs are as under:

Name of the Accounts/Assets	KAY BOUVET ENGINEERING LIMITED
Principal O/s as on January 6, 2026	Rs. 22.57 crore (Rupees Twenty-Two Crore Fifty-Seven Lakh only)
Last Date of Submission of EOI, NDA & Undertaking	March 9, 2026
Last date for access to Virtual Data Room('VDR')	March 16, 2026
Terms of Transfer/Assignment	100% Upfront Cash Basis
Refundable Participation Fee ('RPF')	Rs. 0.50 Crore (Rupees Fifty Lakh only)
Date of E-Auction	March 17, 2026 *
E-Auction Start Time	From 11:00 am to 12:00 pm
Offer in Hand from Anchor Bidder/Reserve Price	Rs. 10.00 Crore (Rupees Ten Crore Only)
Minimum Markup @10% of Anchor Bid	Rs. 1.00 Crore (Rupees One Crore Only)
Bidding Start Price	Rs. 11.00 Crore (Rupees Eleven Crore Only)
Incremental Amount (Bid Multiplier)	Minimum of Rs. 0.25 Crore (Rupees Twenty-Five Lakh Only)

**At the sole discretion of the STCI, the dates may be modified/extended*

2. The transfer/assignment is 'As is where is', 'as is what is', 'Whatever there is' and 'Without recourse' basis.

3. The interested Permitted Entities may conduct due diligence of these assets at their own cost with immediate effect, after submitting Expression of Interest ('**EOI**') along with the supporting documents and executing Non-Disclosure Agreement ('**NDA**') with STCI and any other documents as per the Bid Process Document.
4. The details of KBEL available in the records of STCI shall be shared in the form of **VDR** post submission of EOI, Refundable participation fee, NDA and Undertaking along with the necessary enclosures to the authorised persons mentioned in the EOI. In case there are any physical files, the same shall be intimated in the VDR.

With reference to access to VDR, STCI/BOBCAPS shall have the administrative rights to upload the documents, Permitted Entities /Bidder/s shall have only the viewing rights. VDR access shall be provided to the authorised persons of Permitted Entities.

5. Cut-off date denotes, the date up to which all realization /recoveries made up to the said date shall be retained by STCI. **Cut-off date shall be date of Declaration of Anchor Bidder i.e. March 2, 2026.**
6. The time schedule for completion of the transfer/assignment process is given below, which may be taken note of and adhered to:

Sr. No.	Particulars	Tentative Timeline*
1	Paper publication for Swiss Challenge Process	5 March, 2026 and 6 March 2026
2	Submission of EOI (Informing names of the Authorized Official(s) along with their contact details (mobile number, e-mail ids etc.) for all communications & Submission of Supporting Documents, Non-Disclosure Agreement) and Undertaking (Annexure C) by Permitted Entities	9 March, 2026
3	Sharing of information via Virtual Data Room (VDR). Completion of Due Diligence Exercise Note: Applicant may submit EOI & other documents post 10 March, 2026 and can get access to VDR only post submission.	16 March, 2026
4	Swiss Challenge Process (E-auction)	17 March 2026
5	Declaration of H1 Bidder	17 March 2026
6	Exercise of 'Right of First Refusal('ROFR')' by Anchor Bidder	18 March 2026
7	Declaration of Successful Bidder	18 March 2026
8	Execution of Assignment Agreement & Receipt of Consideration	23 March 2026
9	Refund of Participation Fee to Unsuccessful Bidders (Due Date) (Upon Receipt of Bank Account Details)	30 March 2026

*Note:

- a. The timelines are extendable at the sole discretion of STCI and the subsequent timeline shall be communicated accordingly.

- b. The above timelines are only tentative and are subject to internal approval of STCI, declared/undeclared holidays, legal clearances, if any. VDR shall be accessible post submission of all required documents only. VDR shall be closed for access as per the timelines set above, unless extended at the sole discretion of STCI.
7. The overall bid process shall comprise of broadly the following steps

Step 1: Public Announcement of Swiss Challenge Process

- Issuance of the Advertisement by STCI on March 5, 2026 and March 6, 2026 in Financial Express and Business Standard (All India English Edition) regarding the Swiss challenge process and inviting EOI from prospective Permitted Entities.
- Prospective bidder/s desirous of participating in the Swiss Challenge process are required to submit EOI (Annexure-A), Executed NDA (Annexure-B) and Undertaking (Annexure-C) annexed herewith. Interested entities should submit the EOI & necessary documents electronically vide email to sam@stcionline.com and stciassignment@bobcaps.in and physically at “K/a Ms. Sabita Braganza, STCI Finance Limited, A/B 1 – 802, ‘A’ Wing, 8th Floor, Marathon Innova, Marathon Nextgen Compound, Off Ganpatrao Kadam Marg, Lower Parel (W), Mumbai – 400013.”
- The Prospective bidders are required to make payment of **Refundable Participation Fee (“RPF”) of INR 50,00,000/- (Rupees Fifty Lakh only)**. The RPF is to be remitted to STCI in the account mentioned below. The amount will be refunded to the Unsuccessful Bidders without any interest as per the timelines mentioned above.

Account No.	316601010050465
Bank and Branch	Union Bank of India Cumballa Hill Road Branch, Mumbai
IFSC Code	UBIN0531669

Step 2: Due Diligence by Permitted Entities and Access to VDR

- Post submission of the EOI, RPF and necessary documents as mentioned above, STCI/BOBCAPS shall grant access to VDR to only authorised persons of Permitted Entities. The Permitted Entities shall be provided access to the VDR to enable them to undertake due diligence of the documents with respect to the Accounts. STCI/BOBCAPS do not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy or correctness or reliability or adequacy or completeness of information in the VDR or which are otherwise provided to Permitted Entities and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of this Bid Process Document, even if any Loss is caused by any act or omission on their part. STCI/BOBCAPS shall have no obligation to arrange and/or facilitate visit to the Site/s by the Permitted Entities. Permitted Entities are expected to make their own arrangements for the visit to the Site. All costs and expenses incurred in relation to such visit to the Site shall be borne by the Permitted Entities itself. For avoidance of doubt, STCI/BOBCAPS shall not be liable to bear any costs or expenses incurred by any Permitted Entities in relation to their visit to the Site.

Step 3: Swiss Challenge via E-Auction Platform

- The minimum mark-up is 10% of the anchor bid for e-auction process.

- All the Permitted Entities who have submitted EOI (except the Anchor Bidder) and RFP along with other documents shall be provided User ID and Password for participating in the E-Auction to be conducted on March 17, 2026 or such extended date as STCI may decide at its sole discretion. User shall log in on the said date & time for participating in the E-auction.
- Neither the STCI/BOBCAPS nor e-auction agency (if any) can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.
- On the date of e-auction, the bidder/s will be participating in inter-se bidding during the time of auction through e-auction site with auto extension of Ten minutes till auction is concluded. The bidder/s will be allowed to improve their bid ('Incremental Bid') by Rs. 0.25 Crore (Rupees Twenty-Five Lakhs or in multiples thereof) for the NPA over the previous bid. There will be an extension of time of 10 minutes from the last bid made and in case there is no bid made on the platform within the said time slot for the next bid, the bidding process shall conclude. The detailed E-Auction rules/Swiss Challenge Process and modifications in this process, if any shall be communicated/published/uploaded in due course.
- If no bid under the Swiss Challenge Process crosses the minimum mark-up specified in this document, the 'Anchor Bidder' would become the Successful Bidder.

Step 4: Right of First Refusal "ROFR" & Declaration of Successful Bidder

- STCI shall communicate the H1 Bidder amount to the Anchor Bidder and will give a ROFR to the Anchor Bidder. If the Anchor Bidder matches or increases the bid of the H1 Bidder, the Anchor bidder will be declared as **Successful Bidder**. In case the Anchor Bidder is not matching or increasing the bid of the H1 Bidder, the H1 bidder will be declared as **Successful Bidder**.

8. Other Terms & Conditions

- a) The submission of a Bid by the Bidder/s shall be deemed to constitute unconditional acceptance of all the terms and conditions of this Bid Process Document by the Bidder.
- b) Participants are sincerely advised not to wait till last minute or last few seconds to submit their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc. STCI/BOBCAPS (e-Auction Agency) will not be responsible for any unforeseen circumstances.
- c) Bidder/s are expected to submit their Bid with independent study and assessment and value thereof before submitting their Bids. By virtue of submission of the Bid, it shall be deemed that the Bidder/s have conducted their own independent due diligence at their own costs including verifying various legal proceedings, as well as ascertaining the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to their satisfaction before submitting the Bid. The Process is on "As is where is", "As is what is", "Whatever there is" and "Without recourse" basis.
- d) While STCI will make available the information to the intending Bidder/s it assumes no responsibility either on the part of the STCI/BOBCAPS or its officers, if found later that the

information on record with the STCI is not updated with reference to loan documents/ outstanding balance/ mortgage/ security/ legal proceedings / ROC charge creation etc. and the lack of it or inadequacy of it lead to realizing of lower value or facing litigations in the course of realization in the borrower account.

- e) All costs, expenses, taxes, stamp duties and liabilities incurred by each Bidder/s in connection with the transaction, including (without limitation) in connection with due diligence, preparation and/or submission of the Bid, including fees of its own advisors, if any, shall be borne and paid by such Bidder/s, whether its Bid is accepted or rejected for any reason and STCI/BOBCAPS does not assume any liability whatsoever in this connection.
- f) 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 loan exposures mentioned in this Bid Process Document.
- g) STCI reserves the right to cancel / modify / alter any terms of the Bid Process Document, as it may deem appropriate at any given time of the Transfer/Assignment of the Portfolio of NPAs.
- h) STCI reserves the right not to go ahead with or cancel and/or postpone/ extend the deadline the proposed transfer/assignment at any stage, without assigning any reason. The decision of STCI in this regard shall be final and binding.
- i) The bid submitted in E-auction is irrevocable and **binding on the bidder/s**.
- j) The transfer/assignment of the said NPA is on 100% Upfront Cash basis & is on “As is where is”, “As is what is”, “Whatever there is” and “Without recourse” basis. STCI will be assigning the Portfolios of Identified NPAs/NPAs to the Successful Bidder as on the date of execution of the requisite agreements.
- k) The bid of the Anchor Bidder/H1 Bidder/Successful Bidder shall be subject to approval of competent Authorities of STCI.
- l) Successful Bidder shall arrange to take/collect the security/loan documents/other documents from STCI corporate office/branches at a mutually convenient date and time, within 60 days from the date of execution of the Assignment Agreement. Any expenses in connection thereof shall be borne by the Successful Bidder.
- m) STCI shall have the right to issue addendum to the Bid Process Document/other documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein. Each addendum so issued shall form a part of original Bid Process Document. Such amendments and/or modifications can be made by way of publication/notification on website or any other mode as STCI deems fit. The Bidder/s are requested to visit the website on regular basis for the updates.
- n) Any recoveries in the NPA of KBEL offered for transfer/assignment till the **Cut-Off** date shall be to the account of STCI.
- o) The loan exposures classified as fraud as on the date of transfer are permitted to be transferred to the Permitted Entities along with the responsibilities of STCI with respect to continuous reporting, monitoring, filing of complaints with law enforcement agencies and proceedings related to such complaints shall also be transferred to the concerned Permitted Entity. The

transfer of such loan exposures to the Permitted Entity, however, does not absolve STCI from fixing the staff accountability as required under the extant instructions on frauds. Further, STCI shall continue to report subsequent developments in such accounts to RBI, by obtaining requisite information periodically from the concerned Permitted Entity.

- p) Prospective bidder/s shall be under their own obligation to follow all extant guidelines/ notification issued by SEBI/ RBI/ IBA / other regulators from time to time pertaining to transfer of stressed loan exposures.
- q) The information provided under this document and at the VDR is provided in good faith and as available in the records of STCI. The opinion, if any, of the STCI/BOBCAPS and its officials regarding the accuracy, adequacy and sufficiency of the data has been formed on the basis of records as a person of ordinary prudence and does not represent an opinion of an expert. STCI/BOBCAPS does not give any warranty of accuracy or correctness of the information. The Bidder/s are urged to conduct their own due diligence, investigation and analysis to arrive at their decisions regarding the above.
- r) Auction Agency will be giving online training for the E-auction process, if required. All the eligible Bidder/s are requested to provide their Authorized Signatory's mail ID and other information as may be required and obtain user ID & Password for participating/ bidding in the ensuing E-auction. E-Auction rules will be mentioned in VDR in due course and at appropriate time.
- s) In case of any doubt regarding the terms and conditions and process of the transfer/assignment, the decision of STCI shall be final and conclusive.
- t) All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in appropriate Court having jurisdiction in Mumbai/Delhi.
- u) For any further clarifications, please contact the below officials of STCI/BOBCAPS.

Contact Person	Telephone No.	Email-ID
Mr. Piyush Ranjan (BOBCAPS)	+91- 99747 02387	stciassignment@bobcaps.in
Ms. Maitri Sheth (BOBCAPS)	+91 - 9867939303	
Ms. Sabita Braganza (STCI)	+91 98332 26878	sam@stcionline.com
Ms. Divya Sharma (STCI)	+91 9769470239	

For STCI Finance Limited

Issued by

Authorised Signatory

Dated: March 5, 2026

Annexure - A

Expression of Interest (EOI)

(On the Letter Head of Permitted Entity)

Dated:

To,

General Manager

STCI Finance Limited

A/B 1 – 802, 'A' Wing, 8th Floor, Marathon Innova,

Marathon Next Gen Compound,

Off. Ganpatrao Kadam Marg,

Lower Parel (W), Mumbai – 400013

Sub: Expression of Interest (EOI) for Transfer/Assignment of Identified Non-performing Assets

We refer to STCI Finance Limited advertisement dated March ____, 2026 on the proposed Transfer/Assignment of Identified Non-performing Assets ('Identified NPAs/NPAs') in the account of **M/s Kay Bouvet Engineering Limited ("KBEL")** with an outstanding principal of Rs. 22.57 Crore (Rupees Twenty-Two Crore and Fifty-Seven Lakhs) as on January 6, 2026. We hereby confirm our intention to proceed with due-diligence. This is to confirm that:

1. This EOI is made with full understanding that:
 - The offer will be unconditional, irrevocable and binding on us in all respects.
 - STCI reserve the right to reject or accept any offer either fully or partly, cancel the process for the proposed Transfer/Assignment of Identified Non-performing Assets at any stage without assigning any reason, and / or reject EOI.
2. We confirm to comply with all extant guidelines/ notification issued by SEBI/ RBI/ IBA / other regulators from time to time pertaining to Transfer/Assignment of Identified Non-performing Assets.
3. We also confirm having read and agree to abide with all the terms of advertisement dated March ____, 2026 and Bid Process Document dated March 5, 2026 for Transfer/Assignment of Identified Non-performing Assets, along with the amendments/corrigendum, if any.
4. We hereby confirm that we have adopted fair practices code in compliance with RBI notifications given from time to time.
5. We hereby confirm that we comply with the Reserve Bank of India (Non-Banking Financial Companies - Transfer and Distribution of Credit Risk) Directions, 2025 dated November 28, 2025 ("RBI Directions").
6. In case of Transfer/Assignment of Fraud Loan Exposures, we hereby confirm to take over the responsibilities of STCI with respect to continuous reporting, monitoring, filing of complaints with law enforcement agencies and proceedings related to such complaints.
7. We are eligible and have the capacity to conclude the purchase of Identified Non-performing Assets in accordance with the applicable laws and regulations of India.
8. Subject to our findings and pursuant to the due diligence review, we intend to submit a Bid for the Identified Non-performing Assets i.e. KBEL being auctioned/transferred by STCI.
9. We have the financial capacity to undertake the transfer of the account, should our Bid be accepted and there are no restrictions/prohibitions of any type preventing us from bidding.
10. In undertaking this Transaction, we have no conflict of interest with and are not related, directly or indirectly, to STCI or any of its' officer/s.

11. The executed NDA and Undertaking as per the format prescribed in the Bid Process Document is annexed to this EOI.
12. We agree and are aware of the fact that the VDR access shall be provided only on the submission of EOI, Refundable Participation Fee, NDA and Undertaking along with the necessary enclosures.
13. We further undertake that the information furnished by us in this EOI and other documents submitted in connection therewith is true, correct, complete and accurate.
14. We further understand that the STCI/BOBCAPS reserves the right to cancel or modify the process and / or disqualify any interested party without assigning any reason and without any liability. This is not an offer document.
15. We will regularly visit the website of the STCI/BOBCAPS to keep ourselves updated regarding clarifications/ amendments/ time-extensions, if any.
16. Details of our Contact person/Authorized Signatory with Designation, Contact No. and Email ID.

Name	Designation	Mobile No.	Email ID

With regards,

For and on behalf of

<Authorized Signatory>

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:

1. Name of the Firm/Company/Organization:

2. Address:

3. Telephone No:

4. Email:

B. Copies of Certificate of Incorporation/ Registration and Copy of PAN card

C. Date of Establishment:

D. Prospective Bidder Profile:

1. Profile of Bidder (Promoter and Promoters group, Key Managerial Personnel, Shareholders & Shareholding Pattern)

2. RBI registration Certificate/other Regulatory Authorities Certificate as applicable.

3. Authorization Letter of the signatory of this EOI

Annexure - B

**NON-DISCLOSURE AGREEMENT
(on Rs. 1000 Stamp Paper & notarized)**

This Agreement made and entered into at Mumbai, this ____ day of ____ March 2026.

BETWEEN

STCI Finance Limited ("STCI") is a Systemically Important Non-Deposit taking NBFC registered with Reserve Bank of India (RBI), having its registered office at A/B 1 – 802, 'A' Wing, 8th Floor, Marathon Innova, Marathon Next Gen Compound, Off Ganpatrao Kadam Marg, Lower Parel (W), Mumbai – 400013; (hereinafter referred to as "Disclosing Party" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

-----), a company incorporated under the Companies Act, 1956 and having its Registered Office at -----
----- (hereinafter referred to as "Receiving Party" which expression unless repugnant to the context or meaning thereof be deemed to include its successors) of the OTHER PART.

The Party disclosing certain proprietary and/or Confidential Information under this Agreement shall be hereinafter referred to as the "Disclosing Party" and the Party receiving such proprietary and/or Confidential Information shall be hereinafter referred to as the "Receiving Party"

The Disclosing Party and the Receiving Party are hereinafter collectively referred to as "the Parties".

WHEREAS:

The Disclosing Party (formerly known as Securities Trading Corporation of India Limited), undertakes lending and investment activities as a Systemically Important - Non-Deposit taking Non-Banking Financial Company (NBFC-ND-SI).

The Receiving Party is engaged in the business of _____

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves arising out of or in respect of assignment of loans/debt to be transferred/assigned to the Receiving Party. In the course of such discussions and negotiations, it is anticipated that the Disclosing Party may disclose or deliver to the Receiving Party certain Confidential Information (as defined hereunder) which the Receiving Party agrees are highly confidential and proprietary in nature and constitute trade secrets for the purpose of enabling the Receiving Party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**"). Therefore, the Parties intend to protect Confidential Information from being disclosed to third parties and prevent unauthorized use of such Confidential Information, subject to the terms and conditions set out herein below.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Confidential Information:** "Confidential Information" means any and all information disclosed/ furnished by the Disclosing Party to the Receiving Party in connection with the business transacted/to be transacted between the Parties as mentioned above and/or in the course of such discussions and negotiations between them in connection with the Purpose. Confidential Information shall include any material, copy, abstract, extract, sample, note, module in any form or manner, verbal or written, electronically, pictorial, mechanical, etc.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose mentioned herein and not for any purpose, other than as authorized by this Agreement, without the prior written consent of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. The title to the Confidential Information will remain solely with the Disclosing Party.

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 or any other party as such, (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 who are rightfully in possession, other than the Disclosing Party without any obligation of confidentiality, (d) Is required to be disclosed by the Receiving Party in compliance of orders of competent Court or law, any appropriately empowered Government Agency or under any statute or (e) Is explicitly approved / permitted by disclosure by written authority of the disclosing party, (f) is disclosed under operation of law and/or statutory compliances.

The Receiving Party acknowledges that the Confidential Information is made available by the Disclosing Party on a "As-Is Where-Is" and "Whatever There Is" basis the Disclosing Party disclaims all representations, warranties, conditions and terms, express or implied, including, without limitation, representations or warranties of, or conditions or terms as to, accuracy, completeness, performance, fitness for a particular purpose, merchantability, quality, title and non-infringement.

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 shall disclose Confidential Information to its consultants only after the consultants are advised of their confidentiality obligations related to the Confidential Information. The Receiving Party shall take appropriate measures before disclosing such Confidential Information to its employees and/or 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 therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental 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.

3. **Indemnity:** The Receiving Party shall indemnify and hold harmless the Disclosing Party, its affiliates, directors, employees, agents and representatives at all times, from and against any and all claims, actions, losses, damages, penalties, liabilities, costs, charges, expenses in relation to suits, or proceedings of whatever nature suffered by them due to any breach by Receiving Party of its obligation under this Agreement. Provided that such indemnity shall not cover any claims, actions, losses, damages, penalties, liabilities, costs, charges, expenses in relation to suits, or proceedings of whatever nature suffered by the Receiving Party pursuant to any disclosures made by the Disclosing Party to any other person who is bound by obligations of confidentiality.

Term/Termination: 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 business relationship between the Parties and execution of definitive agreements therefore or till compliance of clause ____ herein, whichever is earlier. Upon expiration or termination of the purpose as contemplated herein the Receiving Party shall immediately cease/destroy any and all disclosures or uses of Confidential Information; and shall within 7 days of such return or destroy confirm the Disclosing Party about the same.

4. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain the title and all intellectual property and proprietary rights in the Confidential Information.
5. **Return of Confidential Information:** Upon Termination of this Agreement, Confidential Information or materials, whatsoever it may be, shared, by the Disclosing Party, the Receiving Party shall (i) cease/destroy from 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 from the date of Termination and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this clause.
6. **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 or other equitable relief hereunder. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief.
7. **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, except under the operation of the law.

8. **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/New Delhi.

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 Where Is", "As is what is", "Whatever There Is" and "Without recourse" 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 Disclosing Party 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.

9. **Notice:** Any notices in accordance with this Agreement shall be in writing and signed by an authorised officer of the relevant Party and shall be delivered either personally or through electronic mail or sent by registered post to the address specified below:

- a. if addressed to the Disclosing Party:

Name: STCI Finance Limited.

Address: A/B1 – 802, 'A' Wing, 8th Floor, Marathon Innova,
Marathon Nextgen Compound, Off Ganpatrao Kadam Marg,
Lower Parel (W), Mumbai – 400013

Contact Person:

E-mail:

- b. if addressed to Receiving Party:

Name:

Address:

Contact Person:

E-mail:

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

For and on behalf of

STCI Finance Limited

(_____)

Name of Authorized signatory: _____

Designation: _____

Name of Authorized signatory: _____

Designation: _____

For and on behalf of

(_____)

Name of Authorized signatory: _____

Designation: _____

Annexure - C

UNDERTAKING BY BIDDER

(To be executed on Rs 500 Stamp Paper and Duly Notarized)

THIS UNDERTAKING is executed at _____, on this _____ day of March, 2026;

_____, a company incorporated under the Companies Act, 2013 and constituted under the laws of India and having its registered office situated at [●], India (hereinafter referred to as **"Bidder"** or **"Executant"** which expression unless repugnant to the context or meaning thereof be deemed to include its successors)

IN FAVOUR OF

STCI Finance Limited is a Systemically Important Non-Deposit taking NBFC registered with Reserve Bank of India (RBI), having its registered office at A/B 1 – 802, 'A' Wing, 8th Floor, Marathon Innova, Marathon Nextgen Compound, Off Ganpatrao Kadam Marg, Lower Parel (W), Mumbai – 400013 (hereinafter referred to as **"STCI"** which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS:

STCI proposes Transfer/Assignment of Identified Non-performing Assets (**'NPAs'**) in the account of **M/s Kay Bouvet Engineering Limited ("KBEL")** with a outstanding principal of Rs. 22.57 Crore (Rupees Twenty-Two Crore and Fifty-Seven Lakhs) as on January 6, 2026, as per the Reserve Bank of India (Non-Banking Financial Companies - Transfer and Distribution of Credit Risk) Directions, 2025 dated November 28, 2025 (**"RBI Directions"**) issued by the Reserve Bank of India (**'RBI'**) and as per STCI's Policy, for Transfer/Assignment of Identified NPAs.

BOB Capital Markets Limited (**"BOBCAPS"**), has been appointed by STCI for assisting & advising STCI on the process (**"Process Advisor"**) & matters incidental thereto in connection with Transfer/Assignment of Portfolio of NPAs.

STCI, vide its advertisement dated March __, 2026 has invited Expressions of Interest (**"EOI"**) from Permitted Transferees and Asset Reconstruction Companies (**'ARCs'**) (**'Permitted Entities'**) as per RBI Directions, to acquire the identified NPA/NPAs of STCI. One of the terms on which STCI has allowed for submission of bids from proposed bidders, is that the proposed bidders shall submit an undertaking including the compliance of Section 29A of the Insolvency and Bankruptcy Code, 2016(**'IBC'**).

The Executant is desirous of acquiring the NPAs of STCI as per the advertisement and is accordingly, executing this Undertaking in favour of STCI on the terms as set out herein;

NOW THIS UNDERTAKING WITNESSETH AS UNDER: -

The Executant hereby agree, confirms and undertakes that:

- (i) the Executant is not disqualified by section 29A of the IBC from submitting a bid to acquire the NPAs of STCI as per the advertisement dated March __, 2026.
- (ii) the source of funds of the Executant for Purchase/Assignment of NPAs of STCI are and shall be in compliance with Section 29A of the IBC.
- (iii) We do not have any direct or indirect link/connections/interest/relationship with the promoters/Company/Guarantors and/or any of their related parties, pertaining to the stressed loan exposures for which we have submitted our expression of interest vide our letter dated.....

IN WITNESS WHEREOF, the Executant hereto has executed these presents the day, month and year first hereinabove written.

For and on behalf of
(Name of the Bidder)

Name:

Title: