

**Preliminary Information Memorandum
Inviting Expression of Interest For**

**Bringing In Strategic Partner in
The Nainital Bank Limited
A Subsidiary of Bank of Baroda**

Transaction Advisor

BOB Capital Markets Ltd

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December 14, 2022

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Bank of Baroda (“BOB”) is Inviting Expression of Interest for Bringing In Strategic Partner in The Nainital Bank Limited (“NBL” or “Bank”), a subsidiary of Bank of Baroda.

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1 Introduction

1.1 About NBL

NBL was originally promoted by Late Bharat Ratna Pandit Govind Ballabh Pant and few prominent personalities of Nainital in 1922. In 1974, the Reserve Bank of India (“**RBI**”) directed Bank of Baroda to manage the affairs of NBL. Present shareholding of Bank of Baroda in Nainital Bank Ltd. is 98.57%. Registered office of NBL is situated at Nainital and RBI vide communique dated April 26, 2012 has granted NBL permission to open branches in -5- states namely, Uttarakhand, Uttar Pradesh, Delhi & NCR, Haryana and Rajasthan. Presently, NBL has 166 branches and 1,158 employees.

1.2 Transaction Background and Broad Terms of the Transaction

There is a good opportunity for NBL to bring in a suitable partner and also leverage its growth potential by transforming itself from a traditional bank into a technology-based bank to enlarge presence and market share substantially.

To achieve this, NBL needs additional capital to meet its business growth and capital expenditure for setting up new branches and improving infrastructure at the existing branches. Raising of capital by NBL will:

- Support its business growth, increasing the branch network and upgrading infrastructure at the existing branches as per requirement,
- Help BOB to reduce its stake in percentage terms, which will help meet the regulatory requirement. Over time, with increase in valuation of NBL, BOB can bring its stake further down in line with the regulatory norms through an initial public offering (“**IPO**”) or further stake sale, etc.

BOB intends to divest a majority stake and relinquish control, in order for the incoming investors to create more value in NBL and also take it to a next level of growth and standing in the banking industry.

TABLE 1: SHAREHOLDING IN NBL AS OF MARCH 31, 2022

S. No	Shareholder	Shareholding Percentage	No. of Shares
1	BOB	98.57%	7,63,92,430
2	Private Corporate	0.05%	36,256

3	Others/Individual	1.37%	10,60,881
4	IEPF	0.01%	10,433
	Total	100%	7,75,00,000

Source: NBL Annual Report

Stage I (EoI Stage):

This PIM provides instructions to the IPs for submitting their EoIs, for pre-qualification of such IPs in accordance with Eligibility Criteria and Disqualification Conditions detailed in this PIM. Those IPs who are adjudged as qualified in accordance with Eligibility Criteria and Disqualification Conditions, as per the terms of this PIM/Invitation for EoI, and, subsequently, clear the 'Fit & Proper' assessment by RBI and/or BOB shall be notified as the Qualified Interested Parties ("**QIPs**").

Further, such QIPs would be considered to participate in Stage-II, subject to them executing a Confidentiality Undertaking ("**CU**") in the format as enclosed in Annexure V hereto and being in compliance with other terms and conditions outlined under this PIM. Further, these QIPs would be required to be in compliance of other terms and conditions outlined in this PIM.

Stage II (RFP Stage):

Only the QIPs, will be provided with Request for Proposal document ("**RFP**") and further details of NBL and soliciting financial bids on terms as may be detailed under the RFP. On receipt of the financial bids from the QIPs, the same shall be opened and evaluated as per terms detailed under the RFP.

1.3 Contact details for Clarification

All enquiries relating to the Transaction and/or the PIM or in relation to the EoI (submitted on the letterhead of the IP duly signed by its authorized signatory and a scanned copy of such letter should be emailed) should be addressed to the following representative of the TA at the email ID - [**nbl@bobcaps.in**](mailto:nbl@bobcaps.in)

All communication shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: PIM to bring in Strategic Partner in Nainital Bank Limited."

IPs/QIPs should note that all correspondence, enquiries, requests for additional information

and clarifications in relation to the Transaction should be routed and addressed, only to the TA at the above email address. Neither BOB nor NBL shall be responsible in any manner, to reply to any communication directly to the IPs/QIPs or to respond to any communication sent directly to them by the IPs. All responses to queries, if deemed appropriate and necessary, will be provided to the IPs/QIPs without revealing the source of the query. Further, BOB, NBL, TA and LA, reserve the right not to respond to queries or clarifications sought and not to provide information in addition to the information provided herein, if not sought within the timelines prescribed.

The PIM, or any other clarifications and common communications would be available on the following websites:

- Website of BOB at <https://www.bankofbaroda.in/>
- Website of TA at <https://www.bobcaps.in/>

The IPs/QIPs are requested to check the above-mentioned websites for any clarifications. The contact details for seeking clarifications are provided below:

BOB Capital Markets Limited

Address: Ms. Monica Nagpal
BOB Capital Markets Ltd
 1704, B Wing, 17th Floor
 Parinee Crescenzo, Plot No.C- 38/39, G Block
 Bandra Kurla Complex, Bandra East
 Mumbai 400051

Email: nbl@bobcaps.in

1.4 Important Dates

TABLE 2: IMPORTANT DATES

The tentative timelines till the submission of the EoIs shall be as follows:

S. No	Activity	Dates and Timelines	Time (Indian Standard Time)
1	Publication and release of PIM	December 14, 2022	NA
2	Last date for submission of written queries by IPs on PIM	December 23, 2022	5:00 PM
3	Last date and time for submission of EoIs (“ EoI Due Date ”)	January 13, 2023	5:00 PM

4	Last Date and time submission of physical copies of EoIs (for IPs submitting EoIs electronically)	January 13, 2023	5:00 PM
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The above dates and timelines may change at the discretion of BOB.

2 Bank Overview

2.1 History

NBL was established in the year 1922 by Bharat Ratna Pt. Govind Ballabh Pant and few other prominent personalities of Nainital with the objective to cater to banking needs of the people of the region.

All the branches of the Bank are operating on CBS platform. Bank is providing RTGS, NEFT, SMS Alerts, RuPay ATM cum Debit Card, Nainital Net Internet Banking and Mobile Banking facilities to its customers.

NBL is a customer centric bank and provides prompt and personalized services to its customers in the latest technological environment.

2.2 BOB Managing Affairs

In the year 1973, the RBI directed BOB, a premier nationalized bank, to manage the affairs of NBL.

2.3 Incorporation Details

The incorporation details of NBL are provided below:

TABLE 3: INCORPORATION DETAILS OF NBL

Particulars	Description
Name of Bank	Nainital Bank Limited
Date of Incorporation	31/07/1922
CIN	U65923UR1922PLC000234
Registered Office	Naini Bank House, G B Pant Road, Nainital Uttarakhand - 263001
Corporate Office	Seven Oaks Building, Mallital, Nainital, Uttarakhand, 263001, India

Source: Ministry of Corporate Affairs Website

2.4 Capital Structure and Shareholding Pattern

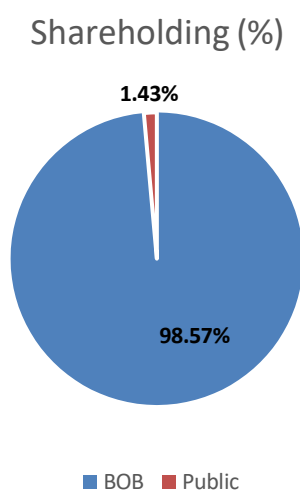
NBL has only one class of equity shares of face value of INR 10 with no outstanding convertible instruments. The equity share capital of NBL as on March 31, 2022:

TABLE 4: EQUITY SHARE CAPITAL OF NBL

Particulars	No. Of Shares (Crore)	Equity Share Capital (INR Crore)
Authorized	15.0	150.00
Issued, subscribed and paid-up	7.75	77.50

Source: NBL Annual Report

The shareholding of NBL as on March 31, 2022, is as follows:

FIGURE 3: SHAREHOLDING OF NBL AS OF MARCH 31, 2022

Source: NBL Annual Report

2.5 Board of Directors of NBL

As per limit defined in Bank's Article of Association (AOA), Bank can have a maximum of -10- Directors and minimum -6- Directors. At present there are -8- Directors on the Board of NBL. These Directors generally meet once in every sixty days. NBL Board shall not have more than -3- Three Directors who are Directors of companies which among themselves are entitled to exercise more than 20% of the total voting rights of all the shareholders of the Bank.

The Board of Directors of NBL as on March 31, 2022, are as below:

Name	Designation
Mr. N. K. Chari	Non-Executive Independent Chairman
Mr. Nikhil Mohan	Managing Director & CEO

Mrs. Binita Shah	Non-Executive Independent Director
Mr. Sanjay Mudaliar	Non-Executive Non-Independent Director
Mr. Manoj Sharma	Non-Executive Independent Director
Mr. U.C. Nahta	Non-Executive Independent Director
Mr. Ravindra Singh Negi	Non-Executive Non-Independent Director
Mr. Neelam Damodharan	Non-Executive Independent Director

Board has constituted various committees Directors and/or Executives to look into different areas of strategic importance. The important committees are Audit Committee of Board ('ACB'), Risk Management Committee of the Board ('RMCB'), Nomination and Remuneration and Human Resource Committee ('NRHR'), Management Committee of Board ('MCB'), Stakeholders Relationship Committee ('SRC'), IT Strategy & Digital Promotion Committee ('ITD'), Wilful Defaulter Committee (WD), Non-Co-operative Borrower Committee (NCB), Corporate Social Responsibility Committee (CSR), Recovery Committee (RC) and Large Value Fraud Committee (LVF).

2.6 Physical Network

NBL has 166 branches operating in five states i.e. Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan.

FIGURE 4: NBL PHYSICAL NETWORK

State-wise Spread of Branches at the year ended on			
S. No.	Area	No. of Branches	
		2022	2021
1	Uttarakhand	96	94
2	Uttar Pradesh	42	39
3	Delhi	16	16
4	Haryana	08	08
5	Rajasthan	03	03

FIGURE 5: NBL BRANCH DISTRIBUTION

Area-wise Branches			
S. No.	Area	No. of Branches	
		2022*	2021*
1	Metro	34	33
2	Urban	43	43
3	Semi-Urban	34	33
4	Rural	54	51
	Total	165	160

*Area-wise classification of branches as per Census 2011

Source: NBL Annual Report

2.7 Operating Segments

TABLE 5: SEGMENT-WISE SNAPSHOT OF NBL

Business Segment	Treasury		Corporate Banking		Retail Banking		Other Banking		Total	
	FY22	FY21	FY22	FY21	FY22	FY21	FY22	FY21	FY22	FY21
Revenue	236	269	36	61	329	307	2	2	603	639
Result	69	76	-5	-1	39	-1	2	2	106	76
Segment Asset	3,812	4,043	916	716	3,534	3,391	-	-	8,262	8,149
Segment Liability	3,539	3,738	865	675	3,333	3,196	-	-	7,737	7,609

2.8 Subsidiaries, Jointly controlled Entities and Associates

NBL has no subsidiaries.

2.9 Deposits & Advances Deposits:

In alignment with its overall business strategy, the NBL increased the share of low- cost CASA deposit base, thus witnessing a healthy growth in its CASA ratio. CASA ratio grew from 34% on March 31, 2017, to 41% March 31, 2022.

FIGURE 6: NBL DEPOSIT MIX

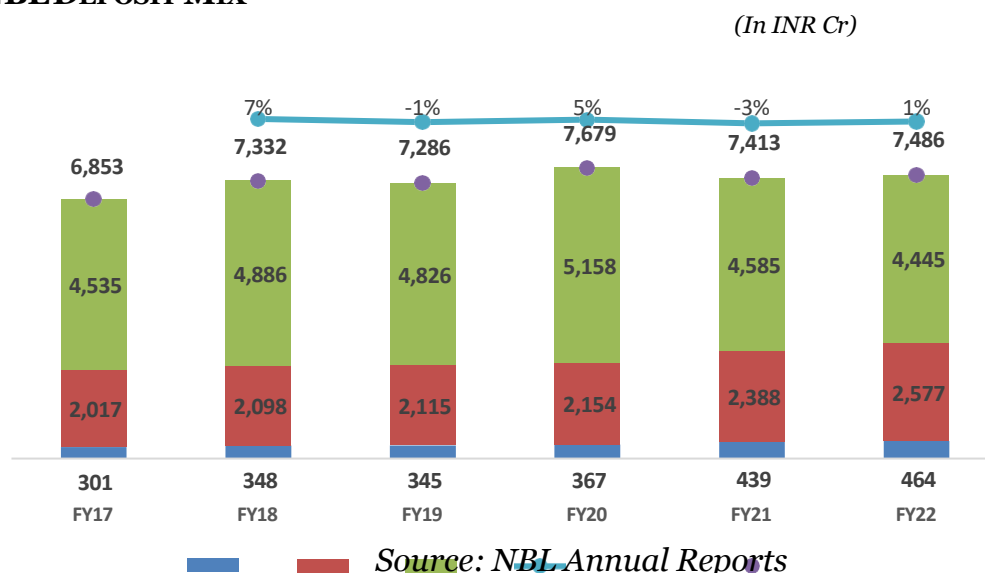
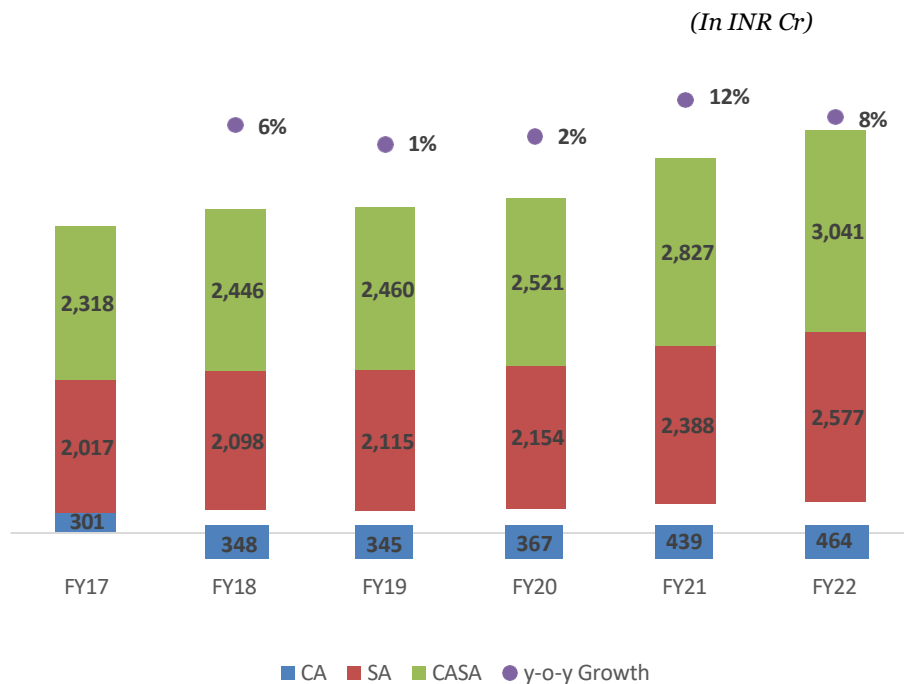


FIGURE 7: HISTORICAL CASA TREND OF NBL

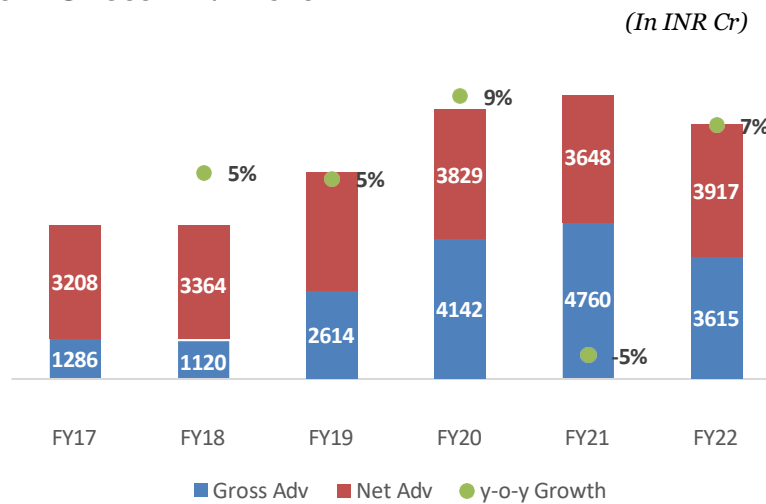
Source: NBL Annual Reports

Advances:

The Gross Advances of NBL increased to INR 4,211.79 crore as on March 31, 2022 from INR 4028.59 crore on March 31, 2021, showing an increase of 4.55% over previous year.

Retail Advances of NBL stood at INR 1,920.81 crore as on March 31, 2022 against INR 1,474.43 crore as on 31 March, 2021, registering acceleration of 30.27%. In declining interest rate scenario, the Yield on Advances was 8.24% as on March 31, 2022 in comparison to 8.36% as on March 31, 2021.

FIGURE 8: HISTORICAL GROSS ADVANCES



2.10 Priority Sector Lending

The Priority Sector Advances of NBL continued to be higher than regulatory stipulation on of RBI @40%. The Gross Priority Sector Advances of NBL stood at INR 2,498.05 crore as on March 31st, 2022 against INR 2,416.45 crore as on March 31st, 2021 representing 59.81% of Adjusted Net Bank Credit (ANBC).

TABLE 8: PRIORITY SECTOR LENDING OF NBL*(In INR Cr)*

Total Advances	Outstanding	FY22	FY21
Agriculture		858	844
Industrial		413	410
Services		666	648
Personal Loan		353	365
Priority Sub-Total		2,290	2,268

*Source: NBL Annual Report***2.11 Financial Inclusion**

NBL has been implementing the Financial Inclusion Plan through Business Correspondent Agents (“**BC Agents**”) provided by M/s Vakrangee Ltd. & M/s CSC e-Governance Services India Limited, in various sub service areas including as allotted by the state level bankers committee. As on March 31, 2022, 52 BC Agents have been deployed in Uttarakhand state and 19 BC Agents have been deployed in Uttar Pradesh and NBL is in the process of appointing more of BC Agents in other centers.

“Atal Pension Yojana/Pradhan Mantri Suraksha Bima Yojana/ Pradhan Mantri Jewan Jyoti Bima Yojana”

NBL has been participating in all these schemes and enrolled 2,224 persons under APY, 18,726 persons under PMSBY and 6,773 persons under PMJJBY so far. During the FY-2021-22, NBL had enrolled 269 new persons under APY, 505 new persons under PMSBY and 372 new persons under PMJJBY.

2.12 Digital Footprint

Digital transactions continued to register robust growth in FY2022. Retail payments expanded strongly across the payment modes. UPI witnessed near 100% growth in volume and value of transactions. RTGS, NEFT, IMPS, and NACH also demonstrated remarkable growth. Transactions under the Bharat Bill Payment System (BBPS) clocked a triple digit increase.

2.13 Internal Audit

CIAD Department of NBL is promoting effective control on the affairs of NBL at a reasonable cost. The ‘Risk Based Internal Audit’ system has been suitably adopted to have better supervision and control. Audit committee of the Board is also being assisted by CIAD Department to discharge its obligations more effectively. NBL has complied with the

directives of the regulator in respect of coverage of stipulated business under concurrent audit system.

2.14 Third Party Products

The total income of NBL in respect of bank assurance business was INR 149.89 lakh during the period ended March 31, 2022 with details as under

(in INR Lakhs)

Sr. No.	Insurance Company	Amount	
		As on 31 st March, 2022	As on 31 st March, 2021
1.	Exide Life Insurance Company Ltd.	107.87	105.53
2.	National Insurance Company Ltd	10.35	22.59
3.	India First Life Insurance Co. Ltd	7.14	11.82
4.	Life Insurance Corp of India	2.76	2.85
5.	Future Generali Insurance Ltd.	21.77	26.47
	Total	149.89	169.26

Major products distributed by NBL includes:

- Forex Services
- National Pension Scheme

(in INR Lakhs)

Sr. No.	Company	Amount	
		As on 31 st March, 2022	As on 31 st March, 2021
1.	Weizmann Forex Ltd.	0.05	0.04
2.	Stock Holding Corporation of India Ltd.	0.02	0.05
3.	Atal Pension Yojna	0.03	0.00
	Total	0.10	0.09

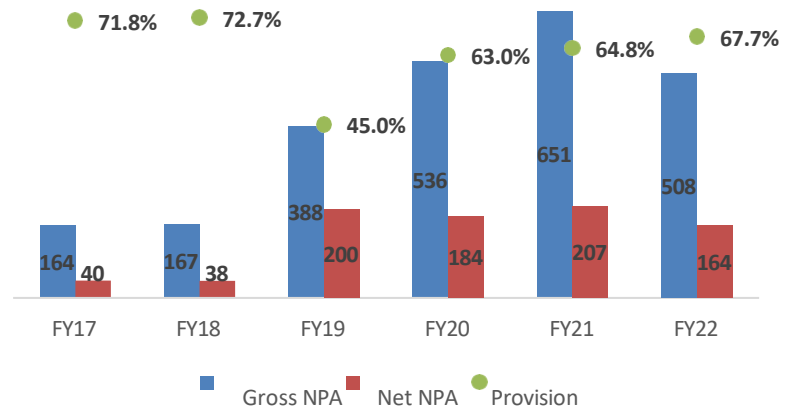
2.15 Cash Management Services

NA

2.16 Asset Quality

NBL has a proactive approach towards tackling NPAs and focused recovery efforts

FIGURE 15: HISTORICAL NPA AND PROVISION COVERAGE RATIO TREND
(In INR Cr)



Source: NBL Annual Report

Gross NPA of NBL decreased from INR 650.67 crore as on March 31, 2021 to INR 507.95 crore as on March 31, 2022. NBL endeavors to recover and upgrade recently added NPA accounts along with old NPA accounts during the current financial year. Net NPA to Net Advances stood at 4.25% level.

TABLE 9: PROVISION FOR SUB-STANDARD, DOUBTFUL AND LOSS ASSETS AS ON MARCH 31, 2022

(in INR Cr)

	As on 31.03.2021		As on 31.03.2022	
	Amount	%	Amount	%
Standard	3377.92	83.85	3690.37	87.90
Sub-Standard	166.09	4.12	126.62	3.02
Doubtful	385.86	9.58	356.99	8.50
Loss assets	98.72	2.45	24.34	0.58
Gross Advances	4028.59	100	4198.32	100

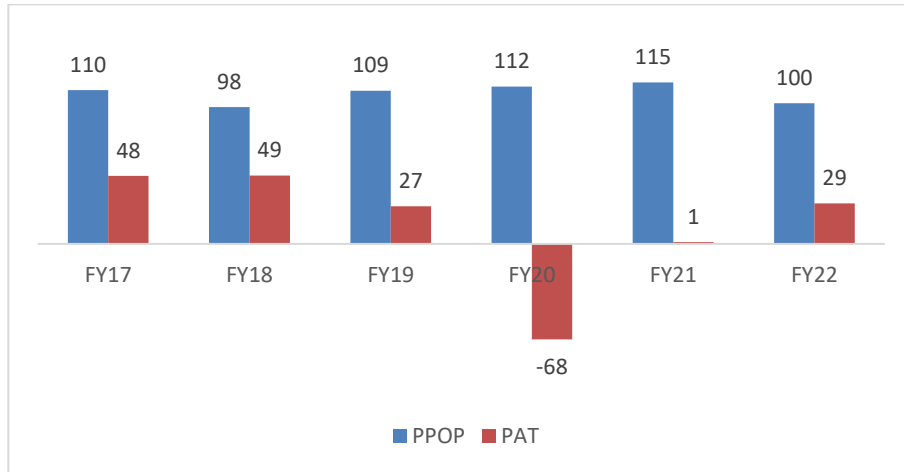
Source: NBL Annual Report

2.17 Operating Performance

Operating Profit of NBL stood at INR 100.30 crore as on March 31, 2022 against INR 115.16 crore as on March 31, 2021. After making all provisions for estimated liabilities, the Net Profit of NBL stood at INR 28.93 crore as on March 31, 2022, against Net Profit of INR 1.26 crore as on March 31, 2021, due to higher provision for NPA, Income tax and wage revision. It is submitted that during the financial year 2021-22, twenty-seven (27) branches of NBL were in loss. Out of these 27 branches, three (03) branches had incurred losses which were opened in 2013-14, two (02) branches from 2014-16, Seventeen (17) branches which were opened in FY 2019-20 and FY 2020-21. 5 branches opened in FY22 are in loss.

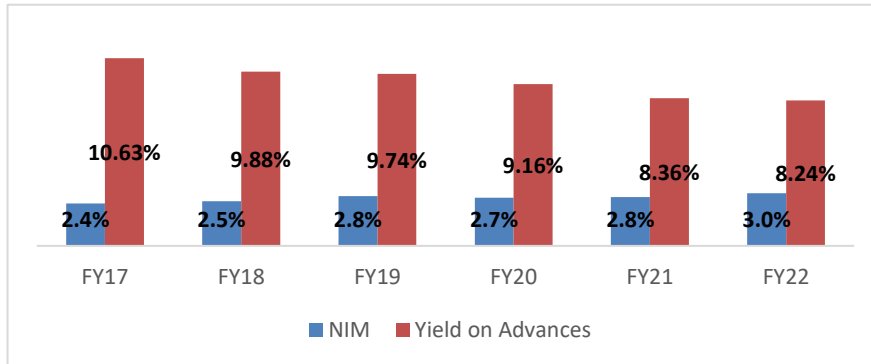
FIGURE 16: PROFITABILITY METRICS OF NBL

(In INR Cr)



Source: NBL Annual Report

FIGURE 17: NIM AND YIELD ON ADVANCES TREND FOR NBL



Source: NBL Annual Report

2.18 Financial Performance

An abstract of the audited financial statements of NBL is presented below:

TABLE 11: STATEMENT OF ASSETS & LIABILITIES OF NBL

(In INR Cr)

Particulars	FY17	FY18	FY19	FY20	FY21	FY22
Liability						
Capital	78	78	78	78	78	78
Reserves & Surplus	512	544	566	505	511	546
Deposits	6,853	7,332	7,286	7,679	7,413	7,486
-Term	4,535	4,886	4,826	5,158	4,585	4,445
- CASA	2,318	2,446	2,460	2,521	2,827	3,041
Borrowings	0	0	0	0	0	0
Other Liabilities & Provisions	257	161	172	179	181	229
Total Liabilities	7,700	8,115	8,102	8,440	8,182	8,338
Assets						
Cash & Bank Bal. with RBI	285	386	413	329	342	321
Balances with Banks & Money at Call & Short Notice	1,863	2,490	2,413	2,286	1,579	1,342
Investments	2,104	1,705	1,534	1,676	2,319	2,291
Advances	3,208	3,364	3,516	3,829	3,648	3,917
Fixed Assets	33	34	33	41	33	75
Other Assets	207	136	194	278	262	391
Total Assets	7,700	8,115	8,102	8,440	8,182	8,338

Source: NBL Annual Reports

TABLE 12: STATEMENT OF PROFIT AND LOSS OF NBL

(In INR Cr)

Particulars	FY17	FY18	FY19	FY20	FY21	FY22
Interest Income	560	617	653	687	593	562
-Advances	313	325	325	334	324	331
-Investments	116	135	127	118	145	156
-Balances with RBI	117	136	189	210	110	71
-Other	14	21	12	24	13	5
Other Income	52	35	29	41	49	41
Total Income	612	653	682	728	642	603
Interest Expense	374	411	426	453	362	312
-Deposits	368	410	426	452	362	312
Net Interest Income	185	206	227	234	231	250
Operating Expense	128	144	147	162	162	190.213

-Employees	82	90	90	105	100	113.266
Pre-Provisioning Operating Profit	110	98	109	112	118	100
Provisions	34	22	60	167	100	71
PBT	76	76	49	-55	18	29
Tax	27	27	22	13	17	1
PAT	48	49	27	-68	1	28

Source: NBL Annual Reports

2.19 Risk Management

NBL has put in place a robust Risk Management Architecture with due focus on capital optimization and on profit maximization, i.e. to do maximum business out of the available capital which in turn maximizes profit or return on equity. NBL is benchmarking on globally accepted sound risk management system, conforming to Basel III framework, enabling a more efficient equitable and prudent allocation of resources.

2.19.1 Implementation of Basel Norms

The Basel III capital regulations have been implemented by Indian banks with effect from April 1, 2013. To ensure smooth transition to Basel III, appropriate transitional arrangements have been made with respect to capital requirement and disclosures at consolidated level, which are to be disclosed in the published financial results, to ensure compliance with minimum Basel III capital ratios and full regulatory adjustments to the components of capital. This implementation requires enhanced quality and quantity of capital on one side and more elaborate disclosure on the other. The Bank is adequately capitalized as per the current requirements under Basel III.

TABLE 13: RISK RATIO PARAMETERS

(In INR Cr)

Particulars	FY18	FY19	FY20	FY21	FY22
CET 1+ CCB	607	630	566	564	592
Additional Tier 1	0	0	0	0	0
Tier 1 Capital	607	630	566	564	592
Tier 2 Capital	18	19	23	35	41
Total Capital	626	649	588	598	633
RWA	4,186	4,370	4,546	4,376	4,509
-Credit Risk	3,348	3,635	3,871	3,500	3,557

-Market Risk	428	311	220	407	473
-Operational Risk	411	424	455	470	479
CET 1+ CCB Ratio (%)	15	14	12	13	13
Tier 1 Ratio (%)	15	14	12	13	13
Tier 2 Ratio (%)	0	0	0	1	1
CRAR (%)	15	15	13	14	14

2.19.2 Liquidity Management

The Asset Liability Management Committee (ALCO) of NBL is responsible for developing, implementing and managing interest rate risk management strategy as per the risk tolerance established by the Board of Directors/Risk Management Committee.

Strategies and Processes

The Bank strives to match the price of its assets and liabilities coupled with proper maturity matching in-order to reduce the gap in different time buckets which are maturing or getting repriced. For measurement and management of interest rate risk, Bank adopts both the Traditional Gap Analysis (TGA) and the Duration Gap Analysis (DGA) to its domestic position of assets, liabilities and off -balance sheet items, which are rate sensitive. The interest rate risk arises on account of re-pricing, yield curve change, basis risk. The Bank aims at capturing these risks arising from the maturity and re-pricing mismatches both from earnings perspective and economic value perspective using techniques viz.,

1. Gap Analysis: The basic tool for measuring interest rate risk is preparation of Interest Rate Sensitivity Statement (IRS) by grouping various items of Rate Sensitive Assets (RSA) and Rate Sensitive Liabilities (RSL) and off-balance sheet items into different time buckets according to the residual maturity or next re-pricing, whichever is earlier and arriving at the net gap (i.e., RSA - RSL). A positive or asset sensitive gap means that an increase in market interest rates result in an increase in NII. Conversely, a negative or liability sensitive Gap implies that the Bank's NII could decline as a result of increase in market interest rates.

2. Earnings at Risk (EaR): Earnings at Risk (EaR) indicates whether the bank is in a position to benefit by the rise in interest rate by having positive gap or benefits by fall in interest rate by having a negative gap. The impact of repricing risk on the earnings due to the parallel shifts in interest rate is assessed for different rate shocks. Impact on the earnings is also estimated for yield curve change and basis risk.

3. Market Value of Equity (MVE): A long-term impact of changing interest rates is on Bank's Market Value of Equity (MVE) or Net-worth as the economic value of bank's assets, liabilities and off-balance sheet positions get affected due to variation in market interest rates. The estimated drop in the Market Value of Equity (MVE) as a result of prescribed rate shock is estimated by the Duration Gap Analysis (DGA) arising from changes in the value of interest rate sensitive positions across the whole Bank.

2.19.3 Market Risk

Market Risk implies the risk of loss of earnings or economic value due to adverse changes in market rates or prices of trading portfolio. The change in economic value of different market products is largely a function of change in factors such as interest rates, exchange rates, economic growth and business confidence. The Bank has well defined policies to control and monitor its treasury functions which undertake Market Risk positions. The Bank measures and monitors interest rate risk in its trading book through modified duration approach on quarterly basis. At a transaction level, stop loss limits have been prescribed and implemented. Under its stress testing frame work, the Bank conducts comprehensive stress tests of its trading book portfolio on a quarterly basis. Mid-Office as a part of Risk Management, measures and monitors investment cap limits portfolio wise as per the defined prudential limits on a daily basis. The market risk capital charge for the Bank is computed as per the Standardized Duration Approach (SDA) in line with the regulatory guideline.

2.19.4 Credit Risk

Credit Risk is defined as the possibility of losses associated with the reduction in the credit quality of borrowers or counterparties from outright default or reduction in portfolio value. Credit Risk management is governed by a comprehensive and well-defined Loan Policy and Credit Risk Management Policy which is approved by the Board. To manage the undue concentration risk in the portfolios, the Bank has put in place prudential caps across industries, sectors and borrowers. In accordance with the RBI guidelines, Bank is currently on the Standardized Approach for credit risk.

2.19.5 Operational Risk

Operational Risk implies the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. This includes legal risk, but excludes strategic and reputation risks. Bank has a well-defined Operational Risk Management Policy where Bank has defined the Basic Indicator Approach for calculating the Risk weighted assets for Operational Risk as per BASEL III guidelines. Bank has also defined the Key Risk indicators for analyzing the Operational Risk at Bank level.

2.19.6 Information Technology Risk

To stay competitive in banking business and economic environment, NBL on 14.02.2022 has successfully on-boarded to Finacle 10.x CBS platform of Infosys, which is the state-of-the-art technology in Banking Industry today. Also, bank has set up an entirely new, highly secured and robust Data Centre, Disaster Recovery Data Centre, Near Data Centre and Security Operation Centre (SOC) to replace the aged and redundant legacy IT infrastructure and all are fully operationalized post migration. Further, NBL have also replaced around 25 critical & non-critical third-party applications/modules such as ALM, AML, ADF, RTGS/NEFT etc.

Except a few of them almost all modules have been successfully integrated to new CBS system. All these initiatives put together, helped in building a robust IT ecosystem in NBL, which is now helping the Bank to overcome its legacy and regulatory issues and contributing in business growth.

2.20 Credit Rating

NBL has received credit rating from India Ratings and Research (Ind-Ra). NBL has received revised Outlook to Stable from Negative while affirming the Long-Term Issuer Rating at 'IND A' and Short-Term Issuer Rating at 'IND A1' as on 16th December 2021

2.21 Human Resources

Human Resource is the single most important catalyst for effective and efficient operation of any organization. Competition has rendered this dimension still more critical. The Bank has a team of committed, self-motivated and empathetic workforce who strive to meet the customers' requirements. To augment the existing manpower in line with the Bank's healthy and sustained growth and expansion of network, the Bank has continued its initiatives of major talent acquisition in FY 2021-22.:

TABLE 15: HUMAN RESOURCE CAPITAL FOR NBL

S. No.	Cadre	(As on 31.03.2021)	(As on 31.03.2022)
1	Executives	20	26
2	Officers	474	435
3	Clerks	350	344
4	Sub-Ordinate Staff	38	29
5	Part Time Sub-Staff	110	107
	TOTAL	992	941

2.22 Value Proposition

NBL is a unique opportunity to invest in a scheduled commercial bank, with a strong asset and liability profile. Select key features of the opportunity are as follows:

Growing economy: India is one of the fastest growing economies in the world. Since economic growth and soundness and resilience of the banking sector are positively correlated, the high economic growth in near and medium term will be value accretive for NBL.

Diversified loan portfolio: While NBL has achieved a healthy balance of retail and

corporate portfolio, its business strategy of orienting itself as a retail-centric bank by way of augmenting its retail asset book with increased focus on Retail Assets, Agri and MSME loan portfolio, and continued expansion in CASA deposits will drive profitability. While NBL will continue to place emphasis on growing the share of the retail and small & medium-sized enterprises, it may also explore avenues to grow the corporate credit book, especially in mid-size units, in a risk-calibrated manner.

Banking network: NBL provides a wide array of services to its customers with branches spread across metros and urban, semi-urban and rural locations. Apart from providing customers access to banking services via its branches, NBL also leverages digital channels to add to its overall business growth and profitability

There is ample scope for NBL to have Brick and Mortar Branches in Uttar Pradesh, Delhi & NCR, Haryana and Rajasthan. The Digital Space of NBL in operating states is unexplored and with new technology and channels available, NBL has the potential to grow digital.

Digital Banking - NBL has implemented finacle 10 software and also identified following thrust areas for achieving business growth:

- Launching of Mobile Banking Application allowing customers to perform anywhere, anytime Branch Banking transactions.
- Bank has partially implemented the Loan Originating System (LOS) for faster processing of credit facilities.
- Bank is in the process of implementation of Financial Inclusion Solution to reach nook and corner of the area of operation, even in remote villages using technology enabled tools.
- Bank has partially implemented the HRMS module for building up robust HR policy and plan.
- Bank is in the process of implementation of payment gateway services for Internet Banking users.
- Bank partially implemented the EWS (Early Warning Signals) system in the Bank for proactive monitoring of credit facilities provided to the customers.
- Bank is in the process of scouting of vendor for reconciliation of e-channel transactions for faster settlement of funds and resolution of delivery channel dispute.
- Acquisition of Government Business through Tax transactions facilities to its customers.

Banking License: NBL has obtained a banking license from the RBI dated October 07, 1978, under Section 22(1) of the Banking Regulation Act, 1949 (“**BR Act**”).

3 An Overview of the Indian Banking Industry

3.1 Indian Banking Sector

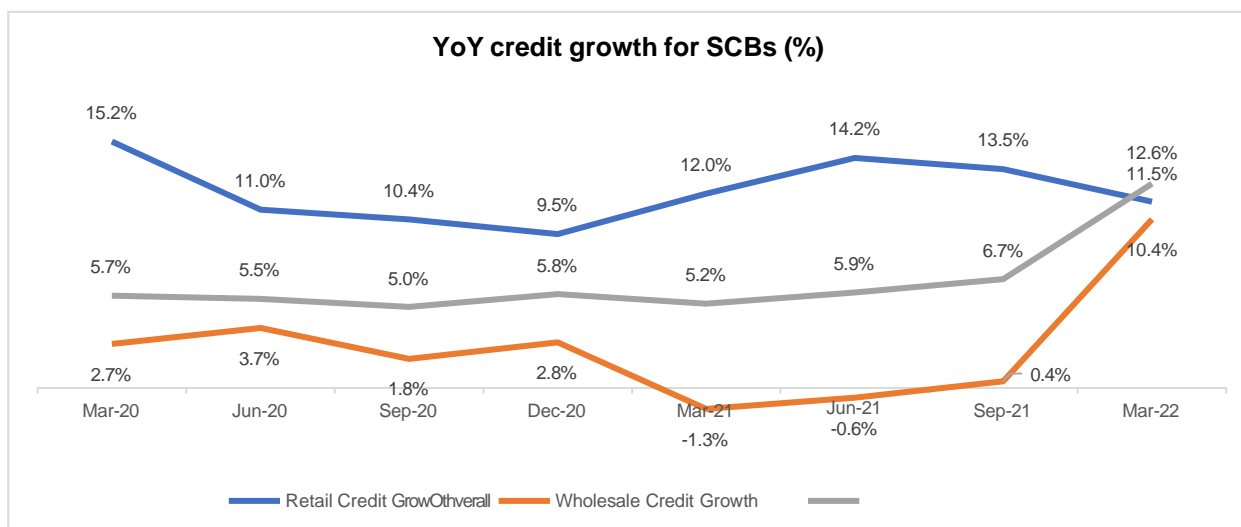
The Indian banking system consists of 12 public sector banks, 22 private sector banks, 46 foreign banks, 56 regional rural banks, c. 1,485 urban cooperative banks and c. 96,000 rural cooperative banks in addition to cooperative credit institutions. The bi-annual Financial Stability Report published by the RBI highlights the situation of the banking sector which faces an unprecedented challenge of managing disruptions caused by the Covid-19 pandemic.

Credit Growth:

As the Indian economy wades out of COVID-19 waves, annual growth in bank credit of scheduled commercial banks (“SCBs”) reached 13.1 per cent in early June 2022, a rate last recorded in March 2019. The credit growth is spearheaded by a growth in wholesale credit (comprising gross loans and advances of the banking sector wherein aggregate funded exposure of the obligor is INR 5 crore or more) which moved to double-digit growth trajectory from a declining profile a year ago.

As per RBI’s Financial Stability Report, June 2022 profiling of bank credit indicates that most of the revival was in the second half of 2021-22, and it has continued during the current financial year so far. Within the banking sector, private sector banks (“PVBs”) continue to outpace their counterparts in the public sector in credit growth, both wholesale and retail.

FIGURE 18 : YOY CREDIT GROWTH FOR SCBS



Source: RBI’s Financial Stability Report

3.2 Performance across the Banking sector:

After reaching a high of 11.9% (eleven decimal nine percent) in March 2021, aggregate deposit

growth (y-o-y) moderated gradually through 2021-22 reaching 9.9% (nine decimal nine percent) in March 2022. Growth in CASA deposits also moderated during this period, primarily on account of public sector banks (“PSBs”). However, CASA deposit growth exceeded the growth of term deposits for all categories of banks during the COVID-19 pandemic, partly reflecting households’ preference for liquidity in the face of higher uncertainty.

TABLE 16: FINANCIAL PERFORMANCE OF SCBS

Particulars	Mar-19			Mar-20			Mar-21			Mar-22		
	PSB	PVB	SCB	PSB	PVB	SCB	PSB	PVB	SCB	PSB	PVB	SCB
Financial Performance												
- Credit Growth	9.6	21	13.2	3	11.3	5.9	3.5	9.7	5.4	9.1	15	11.5
- Deposit Growth	6.5	17.5	9.9	6.9	11.1	8.6	10.1	15.9	11.9	8.1	13.3	9.9
Ratios												
- ROE	-13	10.8	-1.5	-3.5	6.7	2	4.3	10.7	7.7	7.9	12.2	9.7
- ROA	-0.9	1.2	-0.1	-0.2	0.7	0.2	0.3	1.2	0.7	0.5	1.4	0.9
- GNPA Ratio	12.6	3.7	9.3	11.3	4.2	8.5	9.5	4.8	7.5	7.6	3.7	5.9
- PCR	60.8	57	60.6	64.8	67.5	65.4	68.4	70	68.9	69.5	74.7	70.9
- CRAR	12.2	16.3	14.3	13.1	16.7	14.8	13.8	18.4	16	14.6	18.8	16.7

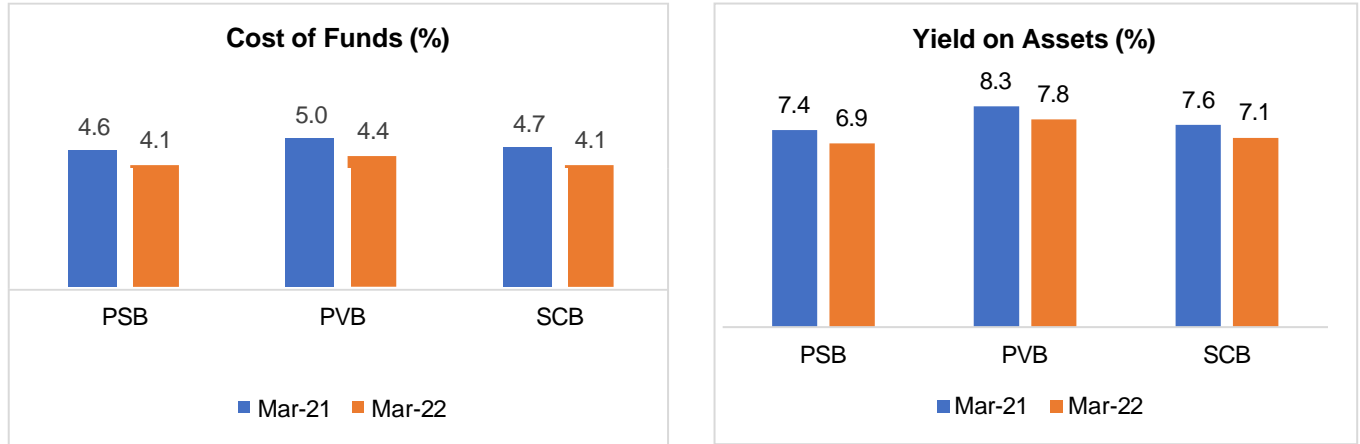
Source: RBI’s Financial Stability Reports

Capital Adequacy

Capital raising and earnings retention by banks supported capital augmentation. The CRAR of scheduled commercial banks has been on the rise since March 2020, improving further to 16.7% (sixteen decimal seven percent) in March 2022. The CRAR of PVBs and FBs remained above 18% (eighteen percent).

After declining continuously for the last two years in tune with easy monetary and liquidity conditions, the cost of funds and yield on assets for SCBs settled at 4.1% (four decimal one percent) and 7.1% (seven decimal one percent), respectively, which were 10 bps lower than their levels in the previous half-year.

FIGURE 19: TREND IN COST OF FUNDS AND YIELD ON ASSETS



Source: RBI's Financial Stability Report

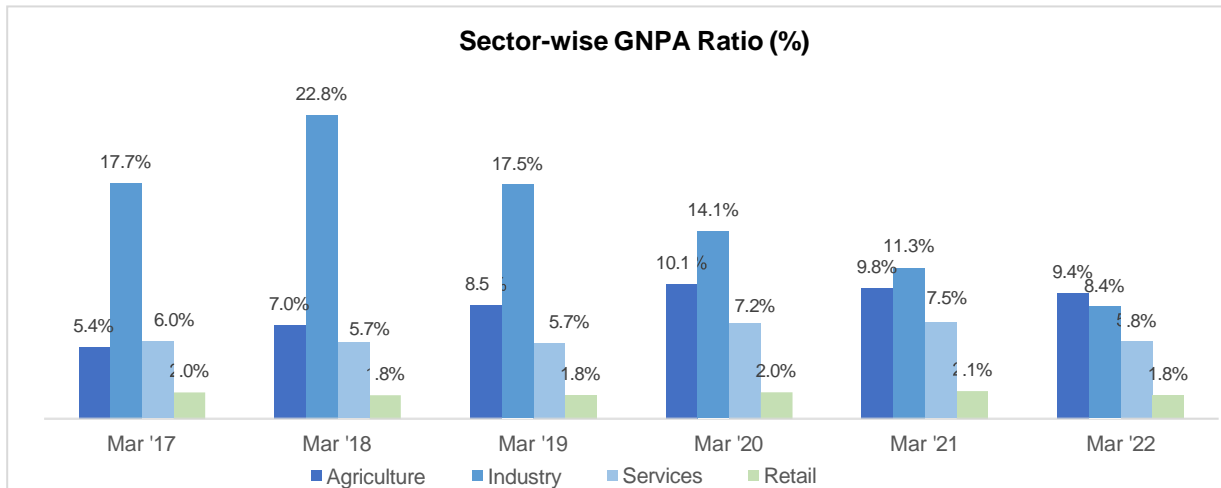
Asset Quality:

Asset Quality of SCBs continues to improve, with GNPA ratio declining from 7.4% (seven decimal four percent) in March 2021 to a six-year low of 5.9% (five decimal nine percent) in March 2022. NNPA ratio also fell by 70 bps during 2021-22 and stood at 1.7% (one decimal seven percent) on March 2022. PCR improved to 70.9% (seventy decimal nine percent) in March 2022 from 67.6% (sixty seven point six percent) a year ago. Slippage ratio, measuring new accretions to NPAs as a share of standard advances at the beginning of the period, declined across bank groups during 2021-22.

Sectoral Asset Quality

SCBs asset quality improved across all major sectors. There was a broad-based improvement in the GNPA ratio in respect of the industrial sector, though it remained elevated for gems and jewelry and construction sub-sectors.

FIGURE 20 : SECTOR-WISE GNPA RATIO



Source: RBI's Financial Stability Report

FinTech Developments

The financial technology (FinTech) industry has undergone tremendous growth over the past few years. The global FinTech market size was valued at USD 111 billion in 2020, and is projected to reach USD 698 billion by 2030, growing at a CAGR of 20.3% (twenty decimal three percent). The Indian FinTech industry, which is amongst the fastest growing FinTech markets in the world, was valued at USD 50-60 billion in 2020 and is projected to reach USD 150 billion by 2025. India has the highest FinTech adoption rate globally (87%) receiving funding of USD 8.53 billion (in 278 deals) during 2021-22. FinTech innovations are ubiquitous, especially in retail and wholesale payments, financial market infrastructures, investment management, insurance, credit provision and equity capital raising and may lead to material changes in the financial landscape.

3.3 Regulatory Framework

The banking sector in India comprises inter alia of scheduled commercial banks (i.e., commercial banks offering universal banking services, including both government-owned banks and private banks, and branches or subsidiaries of foreign banks), cooperative banks, regional rural banks (RRB), small finance banks and payments banks.

Indian banking sector is regulated primarily by the BR Act. Taxation statutes such as the Income Tax Act, 1961, labor laws and other miscellaneous regulations and statutes such as the Trade Marks Act, 1999, are also applicable. Additionally, the RBI, India's central bank, issues various circulars, directions, guidelines, notifications, and policies to regulate the banking sector. In addition, the FEMA read along with the extant Foreign Direct Investment Policy ("**FDI Policy**") of BOB regulates cross-border exchange transactions by Indian entities, including banks.

Some key legislations/regulations for banking companies in India include, but not limited to the following, including any amendments thereto:

- (a)** Reserve Bank of India Act, 1934 ("RBI Act");
- (b)** Banking Regulation Act, 1949 ("BR Act");
- (c)** Foreign Exchange Management Act, 1999 ("FEMA")
- (d)** Deposits Insurance and Credit Guarantee Corporation Act, 1961 ("DICGC Act");

- (e)** Banking Ombudsman Scheme, 2006 (the ‘Scheme’)
- (f)** Bankers’ Books Evidence Act, 1891;
- (g)** Prevention of Money Laundering Act, 2002 (“PMLA”)
- (h)** The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act”):
- (i)** The Recovery of Debts and Bankruptcy Act, 1993 (“RDB Act”)
- (j)** Insolvency and Bankruptcy Code, 2016 (“IBC”):
- (k)** RBI’s Pre-Packaged Insolvency for MSMEs:
- (l)** RBI’s Prudential framework for resolution of stressed assets
- (m)** RBI’s Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances (“IRAC Norms”):
- (n)** RBI directions/guidelines/regulations for licensing of New Banks and Ownership in Banks (each as amended/supplemented from time to time):

In addition to the indicative list of statutes and regulations as outlined above, the following directions/guidelines/regulations of RBI (each as amended/supplemented from time to time) may, *inter alia*, also be relevant for the purpose of the Transaction:

- Master Direction – Ownership in Private Sector Banks, Directions, 2016;
- Prior approval for acquisition of shares or voting rights in private sector banks: Directions, November 2015;
- Master Direction – Amalgamation of Private Sector Banks, Directions, 2016;
- Guidelines for licensing of New Banks in the Private Sector, February 22, 2013;
- Guidelines for ‘on tap’ licensing of Universal Banks in the Private Sector August 1, 2016.

All IPs are expected to seek their specific advice and conduct their independent assessment in relation to the extant conditions/guidelines/laws that apply on the ownership and control of private banks.

PART B – INVITATION FOR EXPRESSION OF INTEREST ('Invitation for EoI')

4 General Instructions

- 4.1** The EoI, conforming to the conditions of this PIM/Invitation for EoI shall be submitted along with all Annexures duly filled in, in original and all the supporting documents , on or before the scheduled date and time as specified under clause 1.4 of this PIM. The completed forms, Annexures along with all the supporting documents of the EoI, submitted by the Successful Bidder, shall be considered as part of the definitive agreements for the Transaction.
- 4.2** The IPs, if they so desire, may submit the complete EoI in electronic form via email at **nbl@bobcaps.in** with all the requisite documents in PDF format by the EoI Due Date. The PDF files should be password protected and the password should be communicated via separate email at **nbl@bobcaps.in** IPs submitting EoI by email shall also be required to submit the EoI in a physical copy not later than the date and time as specified in Table 2 under clause 1.4 above. All the documents submitted in the electronic form may be either scanned version of documents with physical signatures or signed digitally using a valid digital signature certificate.
- 4.3** The timelines of the Transaction, as aforesaid, may be changed at the exclusive discretion of BOB and the detailed dates and schedule for subsequent activities for the consummation of the Transaction shall be provided in RFP.
- 4.4** It is clarified that the BOB, NBL and the TA shall bear no responsibility for non-receipt of EoIs/any other correspondence sent by post/e-mail/courier/fax by the IPs or for non-receipt of documents sent by post/courier. Pursuant to the submission of EoIs, IPs/QIPs should note that all correspondence, enquiries, and clarifications in relation to the Transaction should be routed and addressed only to the TA. Neither BOB / NBL shall respond to any query from the IPs/QIPs.
- 4.5** All the EoI(s) shall be valid for 180 (one hundred and eighty) days from the date of opening of the EoI and can be further extended by another 180 (one hundred and eighty) days on intimation to the IPs/QIPs at the discretion of the TA in consultation with BOB.
- 4.6** PIM/Invitation for EoI is available for downloading from websites of BOB at <https://www.bankofbaroda.in/> and of TA at <https://www.bobcaps.in/>
- 4.7** No IP, whether a sole entity or a Consortium, shall submit more than one EoI. An entity submitting EoI individually or as a member of Consortium shall not be entitled

to submit another EoI either individually or as a member of any other Consortium, as the case may be.

- 4.8** The IPs, whether a sole entity or a Consortium, are expected to carry out their own investigations and other examination in relation to the Transaction before submitting the EoIs.
- 4.9** Notwithstanding anything to the contrary contained in this PIM/Invitation for EoI, the detailed terms specified in the definitive agreements shall have the overriding effect; provided, however, that any conditions or obligations imposed on the IP/member of Consortium hereunder shall continue to have effect in addition to its obligations under the definitive agreements.
- 4.10** All financial statements or data to be derived therefrom and based on the evaluation of Financial Criteria referred hereinbelow shall mean on a consolidated basis and where consolidated financial statements are not required to be prepared by the entity, such financial statements or data derived therefrom shall mean on a standalone basis.
- 4.11** Any condition or qualification or any other stipulation contained in the EoI shall render the EoI liable to rejection as a non-responsive EoI.
- 4.12** The EoI and all related correspondence and documents in relation to the EoI shall be in English language only.
- 4.13** The documents including this PIM/Invitation for EoI and all attached documents are and shall remain or become the properties of BOB and are transmitted to the IPs solely for the purpose of preparation and the submission of an EoI in accordance herewith. IPs are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their EoI.
- 4.14** EoIs shall be opened only after the specified date of submission of EoIs.
- 4.15** EoIs shall be submitted during the working hours (Monday to Friday 10:00 am IST to 5.00 pm IST) on or before scheduled date & time.
- 4.16** The IPs/QIPs shall bear all costs associated with the preparation and submission of the EoI and all costs associated with conducting the due diligence. The TA/LA/BOB/NBL shall not under any circumstances, be responsible or liable for any such costs, whether direct, incidental, or consequential and no cost incurred by the IPs/QIPs in this shall be borne by TA/LA/BOB/NBL.

- 4.17 Enquiry:** BOB/NBL/TA/LA reserves the right, in their sole discretion, not to respond to any questions raised or provide clarifications sought, if considered inappropriate or prejudicial to do so or even otherwise. Nothing in this section shall be taken or read as compelling or requiring BOB/NBL/TA/LA to respond to any question or provide any clarification. No extension of any time and date referred to in this PIM/Invitation for EoI shall be granted on the basis or grounds that BOB/NBL/TA/LA has not responded to any question or provided any clarification.
- 4.18 Governing Law/Jurisdiction:** The PIM/Invitation for EoI/Transaction and all matters related thereto shall be governed by the laws of India. All disputes arising out of the PIM/Invitation for EoI/Transaction shall be subject to the exclusive jurisdiction of the courts at Mumbai, India.
- 4.19 Amendment to PIM and Invitation for EoI:** At any time prior to the EoI Due Date, BOB may, for any reason, whether at its own initiative or in response to clarifications requested by any IPs, modify the PIM/Invitation for EoI by the issuance of addendum / corrigendum. Any addendum / corrigendum / clarification issued shall be uploaded on websites of BOB at <https://www.bankofbaroda.in/> and the TA at <https://www.bobcaps.in/>. In order to afford the IPs a reasonable time for taking an addendum into account, or for any other reason, BOB may, in their sole discretion, extend the EoI Due Date.
- 4.20** Any additional information supplied subsequent to the EoI Due Date, unless the same has been expressly sought for by BOB/TA, shall be disregarded.
- 4.21** Notwithstanding anything contained in this PIM/Invitation for EoI, BOB/TA reserves the right to reject any or all EoIs on the grounds of national interest, national security, public interest, RBI and/or BOB's 'Fit & Proper' assessment or any other grounds without communicating any reasons thereof and without any liability or any obligation for such rejection. It is clarified that BOB/TA/RBI shall not, in manner whatsoever, be held accountable or liable for reason of rejection of any EoIs.
- 4.22** The TA/BOB/NBL shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the PIM/Invitation for EoI or the bidding process, including any error or mistake therein or in any information or data given by the TA.
- 4.23** The TA/BOB/NBL reserves the right to verify all statements, information and documents submitted by the IPs/ members of Consortium in response to the PIM/Invitation for EoI, or the bidding process and the IPs/ members of Consortium shall, when so required by BOB /TA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or

lack of such verification, by BOB/TA shall not relieve the IPs/ members of Consortium of its obligations or liabilities hereunder nor will it affect any rights of BOB thereunder.

4.24 The IPs/ members of Consortium may note that the files containing information about NBL can be in various formats including without limitation, doc, xls, ppt, pdf, jpg, jpeg, zip etc. and it shall be the responsibility of the IPs/members of Consortium to have suitable facilities at their end to download the uploaded files in the Data Room (“DR”).

4.25 The IPs/ members of Consortium shall independently evaluate and ensure that they are permitted to participate in the Transaction pursuant to the applicable laws and to the extent they propose to participate.

4.26 Unless otherwise stipulated under this PIM/Invitation for EoI, only IPs/ members of Consortium which are permitted under applicable laws to participate (to the extent of their proposed participation) in the Transaction shall be permitted to submit their EoIs. In case of an EoI submitted by a Consortium, the Lead Member (*as defined below*) of the Consortium shall be jointly and severally responsible for indemnifying TA/BOB/NBL and or their respective consultants, agents, officials, advisors, and employees, against any cost, loss or damages incurred/suffered by the TA/BOB/NBL and or their respective consultants, agents, officials, advisors, and employees in connection with the Transaction. It is clarified that the liability of the non-Lead Members shall be limited to extent of their proportional contribution in the shareholding of the Consortium at the time of the submission or changes, if any, of the bids at the RFP Stage. It is further clarified that there is no limitation on the liability of the Lead Member.

5. Transaction Process

The following activities envisaged hereunder shall be carried out post submission of EoI as part of the Transaction process:

- i. Newspaper Advertisement: Release of newspaper advertisement announcing issuance of PIM and inviting EoI from IPs, which may be a sole entity or part of a consortium.
- ii. Issuance of PIM: To invite EoI from IPs, which may be a sole entity or part of a consortium.
- iii. Fit and Proper pre-assessment: The IPs shall be subject to 'Fit and Proper' pre-assessment by the Bank at the EoI stage and only those IPs who may satisfy the extant guidelines and requirements of the RBI, shall be eligible for issuance of RFP.
- iv. Shortlisting of Qualified IPs ("QIPs"): The Bank will evaluate the EoIs submitted by IPs and also evaluate the eligibility criteria and disqualification conditions highlighted in the PIM. The decision regarding the shortlisting shall be communicated to the shortlisted IPs, i.e. QIPs.
- v. Issuance of the RFP: The RFP shall be issued and shared only with the QIPs through a data room DR proposed to be created in this behalf.
- vi. Access to DR and due-diligence: Providing access to QIPs through DR for an opportunity to undertake legal and financial due-diligence in relation to NBL.
- vii. Submission of binding bids ("Binding Bids"): Receipt of Binding Bids from QIPs pursuant to, and in terms of the RFP.
- viii. Setting up of reserve price: Upon receipt of Binding Bids but prior to opening thereof, the Bank may set up a reserve price for the Transaction, which shall be confidential and shall not be disclosed to the QIPs.
- ix. Bid Evaluation and Government Approval: The Bank shall evaluate the Binding Bids and approve the successful bidder for the Transaction ("**Successful Bidder**"). The Bank will recommend the Successful Bidder to the RBI for undertaking the final "Fit and Proper" assessment of the Successful Bidder.
- x. Execution of definitive agreements: Negotiating and executing a share purchase agreement, shareholders agreement and other definitive documents with the Successful Bidder.
- xi. Approvals of statutory authorities: The Bank, NBL and the Successful Bidder shall apply for and obtain all legal and regulatory approvals as required under applicable law, in relation to the Transaction.

6. RBI Regulations and Other Requirements

6.1 With respect to Transaction, the IPs should take note and ensure compliance of the RBI's Master Directions on Ownership in Private Sector Banks, 2016 (*RBI/DBR/2015-16/24/ Master Direction DBR. PSBD. No. 97/16.13.100/2015-16 Dated May 12, 2016*), as amended from time to time, and the decisions of RBI on the recommendations of the Internal Working Group (IWG), constituted by RBI, to 'Review Extant Ownership Guidelines and Corporate Structure for Indian Private Sector Banks', vide RBI's press release dated November 26, 2021.

Pursuant to a letter dated April 07, 2006, the Ministry of Finance, Government of India ("MoF"), on the recommendation of the RBI, advised BOB to explore a merger with NBL. The proposed merger was granted in-principle approval by the board of directors of BOB at its meeting held on July 06, 2006. However, due to opposition from certain stakeholders, there was no further progress on the proposed merger. In 2018, the Parliamentary Committee on Petitions, constituted on representations of Nainital Bank Officer's Association, also recommended that BOB/ NBL effect proposed merger.

Subsequently, the MoF, vide letter dated October 13, 2017, requested BOB to provide a timeline within which the shareholding of BOB in NBL would be reduced to less than 30% (thirty per cent). In response, vide letter dated November 03, 2017, BOB committed to bring down its shareholding in NBL to less than 30% by March, 2020. Accordingly, on December 12, 2022, the board of directors of BOB has decided to divest its majority shareholding in NBL and issue this PIM inviting EoI from eligible bidders to acquire majority shareholding of BOB in NBL.

Pursuant to the above, RBI's approval shall be sought for the proposed disinvestment of such equity stake in NBL to the extent as mentioned under clause 1.2 of this PIM/Invitation for EoI, subject to compliance of RBI conditions as amended/supplemented from time to time, and other conditions as specified under this PIM/Invitation for EoI.

Notwithstanding the shareholding that may be permitted by the RBI from time to time, the voting rights shall be limited to the level prescribed by RBI as per the provisions of sub-section 2 of Section 12 of the BR Act, as amended/supplemented from time to time. The current level of ceiling on voting rights is at 26% (twenty-six) per cent, which shall also apply to a Successful Bidder, whether a sole entity or a Consortium.

Provisions of the BR Act qua appointment of directors by shareholders:

The composition of the Board of NBL shall comply with the BR Act (as

amended/supplemented from time to time) and the instructions issued by RBI from time to time in this regard.

6.2 Promoter Holding and Dilution

Subject to compliance with the applicable laws and regulations, the Successful Bidder will be required to reduce/dilute its shareholding in accordance with the glide-path to be submitted by the QIPs at the RFP stage to align its shareholding in accordance with the '*Master Directions on Ownership in Private Sector Banks, 2016*'.

The '*Master Directions on Ownership in Private Sector Banks, 2016*', issued by RBI, allow a timeline of 15 (fifteen) years from date of commencement of business of the bank to achieve the prescribed shareholding limit in long run. Accordingly, the QIPs will be required to submit a 'glide-path' to align its shareholding with the extant RBI directions/guidelines/regulations, each as amended from time to time.

6.3 Group Entities and NOFHC

NOFHC is mandatory only in cases where the promoting entities/converting entities have other group entities. In the event the Successful Bidder has group entities and if required by RBI, the Successful Bidder has to establish NOFHC as is required for persons granted banking license under the 'Guidelines for 'On tap' licensing of Universal Banks in the Private Sector' on August 1, 2016' (as amended from time to time).

6.4 Other Requirements

The Successful Bidder would be required to undertake certain obligations relating to certain matters, such as, requirement to adhere to the glide-path in relation to reduction in its shareholding in NBL pursuant to the '*Master Directions on Ownership in Private Sector Banks, 2016*' (as amended from time to time) requirement.

These conditions, and those relating to the respective responsibilities and liabilities of the Successful Bidder and the members of Consortium (if any), shall be set out in detail in the RFP / SPA, as the case may be.

For abundant clarity it is hereby clarified that the above section (RBI Regulations & Other Requirements) is merely a basic synopsis of a few of the extant RBI directions/guidelines/regulations and should not be construed as an exhaustive description of all the RBI's directions/guidelines/regulations applicable for the Transaction, and the IPs shall be required to conduct their independent assessment

in order to abide by the applicable directions/guidelines/regulations/conditions of RBI and other regulators. All IPs are required to seek their specific advice and conduct their independent assessment in relation to the extant directions/conditions/guidelines/laws and regulations that apply on the ownership and control of private banks.

6.5 Existing and Continuing Obligations

In addition, the Successful Bidder shall ensure due compliance and satisfaction of all the conditions/ directions/ guidelines/ regulations stipulated by RBI, as amended/ supplemented from time to time, in relation to the consummation of the Transaction.

7. FDI Policy

As per the extant Consolidated FDI Policy, the aggregate foreign investment in a private bank from all sources is allowed up to a maximum of 74% (seventy four percent) through the ‘approval route’, and 49% (forty nine percent) under the ‘automatic route’. At all times, at least 26% (twenty-six per cent) of the paid-up capital of the bank is required to be held by residents, except in regard to a wholly owned subsidiary of a foreign bank. The price at which the equity shares of NBL can be transferred to a person resident outside India shall not be less than the price worked out in accordance with the Securities Exchange Board of India (“**SEBI**”) guidelines.

The Constitution Criteria (*defined below*) of the IPs shall also be subject to the origin country of the IPs in the context of Press Note 3 date April 17, 2020 issued by Department for Promotion of Industry and Internal Trade (“**DPIIT**”) and shall be subject to approval of BOB and such other stipulations as may be notified from time to time by BOB.

All IPs are required to seek their specific advice in relation to pricing restrictions applicable on IPs who are persons resident outside India.

8. Information for Interested Parties

8.1 Eligibility Criteria

The IPs which are permitted per applicable RBI directions/ guidelines/ regulations (as amended from time to time) and approvals/directions of RBI, SEBI, Government of India ('GoI'), and other applicable laws, the 'Fit & Proper' assessment by RBI and/or BOB are eligible to bid either as a sole IP or as part of a Consortium. BOB reserves the right, and ability, to prescribe additional and/ or specific eligibility criteria at RFP stage.

8.2 Instructions for Submission of EoI

- (a) This PIM/Invitation for EoI along with annexures will be uploaded on the following website(s):

<https://www.bankofbaroda.in/>

<https://www.bobcaps.in/>

Following the receipt of PIM/Invitation for EoI, the IPs are required to respond in the format as detailed in this PIM/Invitation for EoI.

- (b) The modalities related to facilities visits and due diligence will be communicated only to the QIPs in due course after shortlisting of the IPs as per this PIM/Invitation for EoI.
- (c) The IPs/QIPs shall carry out their own due diligence, surveys, investigations, examination, independent assessment, and appraisal of NBL (along with its subsidiaries, associates, and joint ventures) and the Transaction before submitting the EoI. BOB/NBL/TA or their respective consultants, agents, officials, advisors, and employees make no representations, in relation thereto, and shall not be liable in any manner whatsoever. The IPs/QIPs shall bear all costs associated with the due diligence, preparation, and submission of the EoI. NBL, BOB, and/or TA shall not, under any circumstances be responsible, or liable for any such costs, whether direct, incidental, or consequential.
- (d) The IPs shall have satisfied themselves of their queries before participating in the Transaction. BOB, TA and NBL reserve the right not to respond to questions raised or provide clarifications sought, in their sole discretion. Nothing in this PIM/Invitation for EoI shall be taken or read as compelling or requiring BOB, TA and/or NBL to respond to any question or to provide any clarification. No extension of any time and date referred to in this

PIM/Invitation for EoI shall be granted on the basis or grounds that BOB, or TA or NBL have not responded to any question / provided any clarification.

- (e)** The details regarding the Transaction process post short-listing based on the EoIs submitted will be subsequently shared with the QIPs in the RFP.
- (f)** The EoIs are liable to be rejected by BOB/TA if the IPs fail to meet the Eligibility Criteria and/or are disqualified in accordance with the Disqualification Conditions in this PIM/Invitation for EoI or if the IPs equity structure is not in accordance with the RBI's directions/guidelines/regulations (as amended from time to time) or for any other reason deemed fit in the sole opinion of BOB, or even without communicating any reason whatsoever.
- (g)** In case an IP is satisfying the Eligibility Criteria based on the entity into which the accounts of the IP are consolidated, the Eligibility Criteria and Disqualification Conditions shall also be applicable to such entity apart from the IP, and such entity shall also provide all the declarations in the formats required as part of EoI.
- (h)** BOB reserves the right to withdraw, cancel, defer, from the Transaction, to accept or reject any or all EoIs at any stage of the Transaction and/modify the process or any part thereof or to vary any terms at any time without communicating any reason whatsoever. In such an event, no financial obligation whatsoever shall accrue to BOB, NBL, the TA or any of their respective officers, employees, advisors, or agents.
- (i)** At any time prior to the EoI Due Date, BOB may, for any reason, whether at its own initiative or in response to clarifications requested by any IP, modify the Invitation for EoI by the issuance of addenda.
- (j)** BOB reserves the right to additionally seek any documents, information, indemnities, warranties, representations, or performance obligations from the IPs/QIPs or any of their related entities to BOB's sole satisfaction without any liability to the TA, BOB, and NBL.
- (k)** The IP/QIPs shall provide all the information sought in this Invitation for EoI or as requested during the bidding process. The TA may evaluate only those EoIs that are received in the required formats and complete in all respects. The EoI shall be typed and signed in indelible blue ink by the authorized signatory of the IPs. The IPs shall submit the EoI by mentioning the page number on each document and to be submitted in sequence specified in clause 9 below.

The EoI and all related correspondence and documents in relation to the EoI shall be in English language. All the alterations, omissions, additions, or any other amendments made to the EoI shall be initialed by the person(s) signing the EoI.

8.3 Merger/Amalgamation facilitation

- (a)** The amalgamation of 2 (two) banking companies is governed by the provisions of the BR Act, as amended from time to time.
- (b)** The amalgamation process of a non-banking financial company and a banking company is governed by the provisions of the Companies Act, 2013. The operational directions for amalgamation involving a banking company are prescribed under the Master Directions on 'Amalgamation of Private Sector Banks' dated April 21, 2016, as amended from time to time.

In the event the Successful Bidder intends to amalgamate NBL with itself or if the same is required by RBI, BOB will vote in favour of any such merger/amalgamation at Board and/or shareholders' meetings of NBL, along with such reasonable assistance as BOB may in its absolute discretion deem fit.

9. Documents comprising the EoI

- 9.1** The IP shall submit the EoI in hard bound in 2 (two) copies – one original and one duplicate. The IP shall also submit a copy of complete EoI in electronic form (soft copy) in a pen drive. The EoI must be signed by a duly authorized representative of the IP. The IP shall also be required to submit a Power of Attorney (in the form enclosed in **Annexure VI**) authorizing the signatory of the EoI to commit the IP.
- 9.2** The IPs, if they so desire, may submit the complete EoI in electronic form via email at **nbl@bobcaps.in** with all the requisite documents in PDF format by the EoI Due Date. The PDF files should be password protected and the password should be communicated via separate email at **nbl@bobcaps.in**. The IPs submitting EoI by email shall also be required to submit the EoI in a physical copy along with soft copy in a pen drive not later than the date and time as specified in Table 2 under clause 1.4 of this PIM/Invitation for EoI. All the documents submitted in the electronic form may be either scanned version of documents with physical signatures or signed digitally using a valid digital signature certificate.

Explanation – For the avoidance of doubt, it is clarified that the Power of Attorney cannot be digitally signed, even if the EoI is submitted in an electronic form, which must be physically signed, witnessed, notarized and

legalized/apostilled (as required), as per the procedure specified in the PIM/Invitation for EoI. Such signed Power of Attorney may then be scanned and e-mailed. EoIs submitted electronically shall only be evaluated upon receiving the hard copies on or before the date and time as specified in Table 2 under clause 1.4 of this PIM/Invitation for EoI. Pursuant to the submission of EoI, IPs should note that all correspondence, enquiries, and clarifications in relation to the Transaction should be routed and addressed only to the TA. Neither BOB nor NBL shall respond to any query from the IPs. Submission of the aforesaid documents by any other means including any other electronic means and/or facsimile will not be accepted.

9.3 The contents of EoI shall be as under:

Sr. No.	Documents
1.	Annexure I (A)- Expression of Interest from Sole IP
2.	Annexure I (B)- Expression of Interest from Consortium
3.	Form A to Annexure I(A) / I(B)
4.	Annexure II (A)- Authorization from IP submitting as a Sole IP
5.	Annexure II (B)- Authorization from IP submitting as a Consortium
6.	Annexure III- Affidavit for Certification of Documents
7.	Annexure IV- Declaration
8.	Annexure V- Deed of Confidentiality Undertaking
9.	Annexure VI – Power of Attorney for the Lead Member of the Consortium
10.	Annexure VII- Consortium Agreement
11.	Annexure VIII – Declaration/ disclosure on order/ pending investigation /proceedings by any Court/ regulatory authority/SFIO/ NCLT/ NCLAT
A.	A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, stating that IP/each member of Consortium is eligible to participate in the proposed sale in terms of its Memorandum and Articles of Association/(name of Document of Constitution as may be applicable). (Specific provision may be reproduced in certificate).
B.	A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, stating that [IP/each member of Consortium] is eligible to participate in the proposed sale and is not disqualified in terms of the Disqualification Conditions set out under this PIM/Invitation for EoI.

C.	A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, for shareholding pattern and compliance with the RBI guidelines (as amended from time to time) with respect to the equity structure of the IPs.
D.	Statutory auditor's certificate certifying the Net Worth, along with a detailed calculation of the Net Worth. In case the latest audited annual accounts of an IP are not available then the IP shall submit a certificate from its statutory auditor certifying the Net Worth along with the methodology used for calculating such Net Worth.
E.	A certified true copy of Memorandum of association, Articles of Association, Certificate of Incorporation, Certificate of Commencement of Business for the Sole IP and each member of Consortium.

9.4 Fit & Proper Assessment

- (a) In addition to the EoI documents, the IP shall also be required to submit information and documents relating to ‘Fit & Proper’ assessment by RBI and/or BOB, an illustrative criteria for determination which may be referred to under the RBI’s Master Directions on ‘Prior Approval for Acquisition of Shares or Voting Rights in Private Sector Banks’ dated November 19, 2015 , as amended from time to time (“**F&P Assessment Documents**”), in hard and soft copies along with the submission of the EoI in a separate sealed envelope. In case the IP is a Consortium, the IP shall submit F&P Assessment Documents for each member of the Consortium in accordance with the requirements and stipulations specified under the RBI’s “Master Directions on Prior Approval for Acquisition of Shares and Voting Rights in Private Sector Banks: Directions, 2015 dated November 19, 2015”, as amended from time to time.
- (b) Any failure to submit the complete information / documents for the ‘Fit & Proper’ assessment by RBI and/or BOB or failure to appropriately reply to further information / documents requisitions by RBI and/or BOB in a timely manner shall result in dis-qualification of such IP.
- (c) It is further clarified that any change/modification in the respect of the facts or contents mentioned under the F&P Assessment Documents, till the consummation of the Transaction, shall be forthwith brought to the notice of TA/BOB and all documents in respect of such change/modification shall be submitted by such IPs for re-assessment of such F&P Assessment Documents and ‘Fit and Proper’ assessment by RBI and/or BOB.

9.5 Submission of EoI

- (i) Two sets of all the documents listed in this PIM/Invitation for EoI should be submitted on or before the EoI Due Date to the TA in 2 (two) separate sealed envelopes in the following manner:
- **Envelope 1:** Envelope 1 should contain all the originals of the signed documents (enlisted above) and should be sealed and duly superscribed as “***Private and Confidential – Expression of Interest for bringing in strategic partner in NBL - Original***”.
 - **Envelope 2:** Envelope 2 should contain a copy of all the original signed documents (enlisted above) and should be sealed and duly superscribed as “***Private and Confidential – Expression of Interest for***

bringing in strategic partner in NBL - Copy".

Both the envelopes shall clearly indicate the name, address, and contact details (Email & Phone number) of the IP. In addition, the EoI Due Date should be indicated on the right-hand top corner of all the 3 (three) envelopes forming part of the EoI submission.

- **Envelope 3:** Envelope 1 and Envelope 2 along with encrypted and password protected pen drive containing the electronic/scanned copy of documents contained therein shall then be placed in a third envelope, which shall be sealed and duly superscribed as "***Private and Confidential – Expression of Interest for bringing in strategic partner in NBL – Electronic Copy***" and shall clearly indicate the name and address and contact details (Email & Phone number) of the IP. The password should be communicated via separate email at **nbl@bobcaps.in**.
- (ii) The envelope shall be addressed to the following and shall be submitted at the address below:
- Ms. Monica Nagpal
BOB Capital Markets Ltd,
1704, B Wing, 17th Floor
Parinee Crescenzo, Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051
- (iii) If the envelope is not sealed and marked as prescribed above, BOB / TA assumes no responsibility for the misplacement or premature opening of the contents of the EoI submitted and consequent losses, if any, suffered by the IPs. Any submission made shall be rejected if it is not marked as per the instructions mentioned in this PIM/Invitation for EoI.
- (iv) EoI submitted by fax or telex shall not be entertained and shall be summarily rejected. The IPs submitting EoI by email shall also be required to submit the EoI in a physical and electronic copy not later than the date and time as specified in Table 2 under clause 1.4 of this PIM/Invitation for EoI.
- (v) All enquiries related to the Transaction should be addressed to the representative of TA mentioned above.

9.6 Submission of F&P Assessment Documents

(i) 2 (two) sets of all the documents listed in the RBI's Master Directions on 'Prior Approval for Acquisition of Shares and Voting Rights in Private Sector Banks Directions, 2015 dated November 19, 2015, as amended from time to time, along with an application to RBI to acquire more than 5% (five percent) or more of the paid-up share capital or voting rights in a banking company in terms of the RBI's directions - '*Prior Approval for Acquisition of Shares or Voting Rights in Private Sector Banks: Directions, 2015*' (as amended from time to time) should be submitted on or before the EoI Due Date to the TA in 2 (two) separate sealed envelopes in the following manner:

- **Envelope 1:** Envelope 1 should contain all the originally signed documents (enlisted above) and should be sealed and duly superscribed as "***Private and Confidential – F&P Assessment Documents in relation to the Expression of Interest for bringing in strategic partner in NBL - Original***".
- **Envelope 2:** Envelope 2 should contain a copy of all the originally signed documents (as listed above) and should be sealed and duly superscribed as "***Private and Confidential – F&P Assessment Documents in relation to the Expression of Interest for bringing in strategic partner in NBL - Copy***".

Both the envelopes shall clearly indicate the name and address and contact details (Email & Phone number) of the IP. In addition, the EoI Due Date should be indicated on the right hand top corner of the envelope.

- **Envelope 3:** Envelope 1 and Envelope 2 along with pen drive containing the electronic/scanned copy of documents contained therein shall then be placed in a third envelope, which shall be sealed and duly superscribed as "***Private and Confidential – F&P Assessment Documents in relation to the Expression of Interest for bringing in strategic partner in NBL***" and shall clearly indicate the name and address of the IP.

(ii) The envelope shall be addressed to the following and shall be submitted at the address below:

**Ms. Monica Nagpal
BOB Capital Markets Ltd,**

1704, B Wing, 17th Floor
Parinee Crescenzo, Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051

- (iii) If the envelope is not sealed and marked as instructed above, BOB / TA assumes no responsibility for the misplacement or premature opening of the contents of the EoI submitted and consequent losses, if any, suffered by IPs. Any submission made shall be rejected if it is not marked as per the instructions mentioned in this PIM/Invitation for EoI.
- (iv) The F&P Assessment Documents submitted by fax, telex or email shall not be entertained and shall be summarily rejected. Notwithstanding, the RBI can also independently seek any clarification/information/documents directly from the IPs/Successful Bidder through email communication, as it may deem fit, for 'Fit & Proper' assessment by RBI and/or BOB.
- (v) The F&P Assessment Documents of only those IPs shall be submitted to RBI and/or BOB who have been shortlisted on the Eligibility Criteria and the Consortium Requirements, as mentioned under clause 9.1 and clause 9.2 respectively of this PIM/Invitation to EoI.
- (vi) It is further clarified that as per the extant RBI directions/guidelines/regulations (as amended from time to time), the RBI can seek any inputs from the Board of NBL for 'Fit & Proper' assessment by RBI and/or BOB.

10. Disqualification

Without prejudice, an IP may be disqualified and its EoI shall be dropped from further consideration for any (but not limited to) of the reasons listed below (the "**Disqualification Conditions**"):

10.1 Without prejudice to any other rights or remedies available to BOB including the right to disqualify any IP at its sole discretion with or without assigning any reason, BOB reserves the right to disqualify any IP / member of Consortium and exclude its EoI from further consideration, even after shortlisting, for any reason, including without limitation those listed below:

- (i) Misrepresentation/false statement is made by an IP / any member of Consortium and/or Affiliate** (only in case IP is taking benefit of financial strength of such Affiliate), at any stage in the bidding process, whether in the

EoI, bid submitted pursuant to RFP (including in supporting documentation or otherwise in any part of the bidding process) and whether written or oral.

- (ii)** If the EoI submitted by the IP / any member of Consortium is in any respect inconsistent with, or demonstrates any failure to comply with, the provisions of the PIM/Invitation for EoI, including the EoI being conditional (any condition or qualification or any other stipulation inserted by the IP in the EoI) in any respect.
- (iii)** Failure by IP/ any member of Consortium and /or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) to provide necessary and sufficient information required to be provided in the EoI in accordance with this PIM/Invitation for EoI, even after a request for additional information has been made to IP.
- (iv)** Failure by IP / any member of Consortium and/or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) to provide, within the time specified by the TA, the additional documents sought by the TA for evaluation of the EoI (even if such documents are sought after the EoI Deadline).
- (v)** Submission of more than (1) one EoI by any IP, whether directly or indirectly either as sole bidder or a member of Consortium, in which case, all such EoIs shall be rejected.
- (vi)** If two IPs or more, either individually or as a member of a Consortium, are taking the benefit of financial strength of the same Affiliate for the purpose of participating in the Transaction, in which case, all such EoIs shall be rejected.
- (vii)** The IPs or members of Consortium not satisfying the eligibility and other requisite qualification criteria specified in this PIM/Invitation for EoI and hence not being eligible.
- (viii)** As a general policy, Public Sector Enterprises (PSEs) [Central/State/ Joint] / State Governments/ Cooperative Societies controlled by the Governments (i.e. where 51% (fifty one percent) or more ownership is by the Central Government/ State Governments/Jointly by Central and/ or State Governments) are not permitted to participate in the strategic disinvestment/ privatization of other PSUs as bidders unless otherwise specifically approved by the Central Government in public interest.
- (ix)** Failure by the IP to comply with any reasonable requests of BOB in relation to the Transaction.

- (x)** If it is discovered at any stage that an IP, any of the members of Consortium and / or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) did not possess requisite corporate authorizations or that any part of the information provided in the EOI was not complete or accurate in any respect.
- (xi)** Any information regarding or in connection with the IP and/or any member of Consortium which becomes known that is detrimental to the national security and/or public interest and/or national interest and/or Transaction and/or the interests of NBL and/or BOB.
- (xii)** Initiation or existence of any legal proceedings, by or against the IPs and/or any member of Consortium and/or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) in respect of NBL and/or its joint ventures or subsidiaries, which may be prejudiced by the participation of the IPs / members of Consortium in the bidding process or the Transaction.
- (xiii)** If any IP, member of Consortium and/or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP/ member of Consortium / Affiliate, its Controlling Shareholder(s)/partners (in case IP / member of Consortium or Affiliate includes an LLP) / entities controlled by the IPs or members of Consortium / directors / key managerial persons /equivalent persons are:

 - (a)** debarred from accessing or operating in the capital markets or restrained from buying, selling, or dealing in securities by any Governmental Authority; or
 - (b)** appearing in the RBI list of willful defaulters/NPAs or any such list by a competent authority in their respective jurisdiction; or
- (xiv)** IP and/or any member of Consortium and / or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) are:

 - (a)** Erstwhile Overseas Corporate Bodies (OCBs)* which are incorporated outside India and are under the adverse notice of RBI;
 - (b)** Prohibited or restricted from investing in the Companies on the basis of status / sector in which the Companies operate or under the Foreign Exchange Management Act, 1999 or under the extant provisions of the FDI Policy. It being clarified that sectors where government approval is

required will not be considered as 'restricted' from investing.

**“OCBs” or “Overseas Corporate Bodies” shall mean a company, partnership firm, society and other corporate body owned directly or indirectly to the extent of at least sixty per cent by Non- Resident Indians and includes overseas trust in which not less than sixty percent beneficial interest is held directly or indirectly by Non-resident Indians directly or indirectly but irrevocably, which was in existence as on the date of commencement of the Foreign Exchange Management (Withdrawal of General Permission to Overseas Corporate Bodies (OCBs) Regulations, 2003 and immediately prior to such commencement was eligible to undertake transactions pursuant to the general permission granted under Foreign Exchange Management Regulation Act, 1999.*

- (xv) IPs or any member of Consortium and/or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) who are found involved in corrupt practices, unfair means or illegal activities or found to canvass, influence, or attempt to influence in any manner the qualification or Bidding Process, during any stage of Bid Process or during pre-contract or post- contract stage, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the bidding process at any stage and shall be subject to due process of law.
- (xvi) IPs / any member of Consortium shall not have any conflict of interest (“**Conflict of Interest**”) that affects the bidding process. Any IP found to have a Conflict of Interest shall be disqualified. IPs shall be deemed to have a Conflict of Interest affecting the bidding process, if:
 - (a) IP / any member of the Consortium or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP / any member of the Consortium/ Affiliate, its Controlling Shareholder(s)/partners (in case IP / any member of the Consortium or Affiliate includes an LLP) or their respective Associates and any other IP or any member of the Consortium or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP / any member of the Consortium / Affiliate, its Controlling Shareholder(s)/partners (in case IP / any member of the Consortium or Affiliate includes an LLP) or their respective Associates have common controlling shareholders or any other controlling interest (controlling

shareholding for the purposes of this clause shall be the shareholder(s) having a shareholding (direct or indirect) of more than 20% (twenty percent) of the paid up and voting equity share capital of such IP/ any member of the Consortium, or its Associate or its Controlling Shareholder(s) /partners (in case the IP / any member of the Consortium or Affiliate includes a LLP) or their respective Associates as the case may be);

Provided that this disqualification shall not apply in cases where the ownership is by a bank, insurance company, pension fund or a public financial institution as defined in section 2(72) of the Companies Act, 2013. For the purposes of this clause, indirect shareholding or participative interest held through one or more intermediate persons shall be computed as follows:

- (1) Where any intermediary (for example 'Entity B') is Controlled by a person (for example 'Entity A') through management control or otherwise, the entire shareholding or participative interest held by such controlled intermediary i.e. 'Entity B' in any other person for example 'Entity C' shall be taken into account for computing the shareholding or participative interest of such controlling person i.e. 'Entity A' in 'Entity C'; and
- (2) Where a person i.e. 'Entity A' does not exercise Control over an intermediary i.e. 'Entity B', which has shareholding or participative interest in another entity i.e. 'Entity C', the computation of indirect shareholding of such person in 'Entity B' shall be undertaken on a proportionate basis; provided, however, that no such shareholding or participative interest shall be reckoned under this sub-clause, if the shareholding or participative interest of such person in the intermediary, i.e. 'Entity B', is less than 20% (twenty percent) of the subscribed and paid up equity shareholding of such intermediary or equivalent interest

For the purposes of the above sub-clause, "**Control**" shall have the meaning set forth in Section 2(27) of the Companies Act, 2013; and "**participative interest**" held through one or more intermediate persons shall be computed as follows

- (1) A constituent of such IP / any member of Consortium is also a

constituent of another IP/ member of Consortium; or

- (2)** Such IP / member of Consortium or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP/ member of Consortium / Affiliate, its Controlling Shareholder(s)/partners (in case IP / member of Consortium or Affiliate includes an LLP) or their respective Associates receives or has received/provided any direct or indirect subsidy, grant or concessional loan from/to any other IP / member of Consortium or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP/ member of Consortium / Affiliate, its Controlling Shareholder(s)/partners (in case IP / member of Consortium or Affiliate includes an LLP) or their respective Associates; or
- (3)** Such IP/ member of Consortium has the same Authorised Signatory for purposes of the EoI as any other IP; or
- (4)** Such IP / member of Consortium or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP/ member of Consortium / Affiliate, its Controlling Shareholder(s)/partners (in case IP / member of Consortium or Affiliate includes an LLP) or their respective Associates has a relationship with another IP / member of Consortium or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP/ member of Consortium / Affiliate, its Controlling Shareholder(s)/partners (in case IP / member of Consortium or Affiliate includes an LLP) or their respective Associates, directly or through third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the EoI of either or each other; or
- (5)** Such IP / member of Consortium or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP/ member of Consortium / Affiliate, its Controlling Shareholder(s)/partners (in case IP / member of Consortium or Affiliate includes an LLP) or their respective Associates has/have participated as a consultant or advisor to the Admin Ministry/CPSE//TA for the Transaction.

- (xvii)** If the IP / any member of Consortium or its Controlling Shareholder(s)/partners (in case IP / any member of Consortium or Affiliate includes an LLP) or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP/ any member of Consortium /Affiliate, its Controlling Shareholder(s)/partners (in case IP/ any member of Consortium or Affiliate includes an LLP) /entities controlled by the IPs/directors / key managerial persons / equivalent persons is convicted by any court of law, indicted, or has any adverse order been passed against it by a regulatory authority/ NCLT/ NCLAT, as per the details and requirements submitted by the QIPs pursuant to **Annexure IX** before the DR access for due diligence of NBL is given to the QIPs, which would cast a doubt on its ability to manage the Companies when it is disinvested or which related to a grave offence that outrages the moral sense of the community.
- (xviii)** In regard to matters relating to the security and integrity of the country, any charge sheet by an agency of the Govt./ conviction by a Court of Law for an offence committed by the IP or any member of the Consortium and/or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP / any member of the Consortium /Affiliate, its Controlling Shareholder(s)/partners (in case IP or any member of the Consortium or Affiliate includes an LLP) or entities controlled by the IPs/directors / key managerial persons / equivalent persons. The decision in regard to the relationship with the Associate or shareholders or members would be taken based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.
- (xix)** If at any time it is discovered that an IP or any member of the Consortium and/or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) is/are subjected to winding up/insolvency/liquidation proceedings, striking off proceedings under Section 248 of the Companies Act, 2013, or other proceedings of a similar nature.
- (xx)** Ability of a company to be a going concern as per auditors' report in subsequent years.
- (xxi)** Report of Auditor under section 143(12) of the Companies Act, 2013, to the Central Government or to the audit committee about fraud committed by the company or its directors/promoters
- (xxii)** Default, if any committed by a company in the matters of repayment of debentures/ deposits/ under section 71, 73-76 of the Companies Act, 2013.

(xxiii) Convictions of directors, promoters, designated partners, and proceedings before any Court under section 447 of the Companies Act, 2013 / section 30 of LLP Act, 2008.

(xxiv) If the IP fails to clear the 'Fit & Proper' assessment by RBI and/or BOB or fails to provide any information as may be sought by RBI and/or BOB in relation to such assessment by RBI; and/or

(xxv) If the IP fails to clear or comply with the requirements under Press Note-3 dated April 17, 2020 issued by DPIIT.

In respect of the Disqualification Conditions mentioned under this Clause 11 or otherwise under the PIM/Invitation for EoI, it is hereby clarified that:

(1) Notwithstanding anything contained in this PIM, BOB reserves the right to reject any EoI and to annul the Bidding Process and reject all EoIs at any time without any notice or liability or any obligation for such acceptance, rejection or annulment, including on grounds of national integrity, national security and national interest, or without assigning any reasons therefore. In the event that BOB rejects or annuls all the EoIs, it may, in its discretion, invite all eligible IPs to submit fresh EoI hereunder;

For the purpose of this clause 11, the expressions "**Affiliate**" means, in relation to any IP, a person who controls, is controlled by, or is under the common control with such IP and whose financial strength is used by IP for qualification as per provisions of the PIM. As used in this definition, the expression "control" means either of the following:

- (a) in relation to a person, who is a company or corporation, directly or indirectly ownership of more than 50% (fifty percent) of the voting rights; or
- (b) in relation to a person, who is not a company or corporation, directly or indirectly, the power to direct the management and policies of such person;

in each case by virtue of their shareholding or management rights or shareholders agreement or voting agreements or any other contractual arrangement.

"**person**" has the meaning ascribed to it under Section 2(31) of the Income Tax Act, 1961. It is clarified that two or more IPs cannot use financial strength of the same Affiliate.

10.2 General Restrictions

IPs should not have been subjected to any punishment or punitive action for any criminal act, must not have been convicted by a court of law or have any adverse order passed against it by any other regulatory authority in any matter involving a grave offence and which casts a doubt on its ability to participate in the Transaction. Further, such entities or their Associate Companies should not have any charge sheet filed against them by any agency of GoI or any court of law, which involves a matter concerning security and integrity of India. The mere fact that an appeal against any such order mentioned above is pending in any court of law or any regulatory authority will not dilute the disqualification. Additionally, the IPs and their Associate Companies should not be party to any existing material disputes or legal proceedings by or against NBL, any of its subsidiaries, and/or any of its joint ventures. Where a bid is submitted by a Consortium, the foregoing will apply to each member of Consortium.

For the purposes hereof, “Associate Companies” or “Associates” shall in relation to any person / entity mean any other person / entity which is controlled by, controlling or under common control with the former. Control and its derivative shall have the same meaning as specified under the Companies Act, 2013, provided that any person/ entity which owns 50% (fifty percent) or more of the equity shares of any other person/ entity shall be deemed to be in control of the latter.

- 10.3** If any information or disqualification is discovered or becomes known after the IP has been qualified for second stage of the transaction, which information / disqualification would have entitled BOB to reject the EoI of the relevant IP, BOB reserves the right to reject the IP at the time such information or disqualification becomes known to / discovered by BOB /TA. Where such party is a member of a Consortium, BOB may disqualify the entire Consortium, even if the information/disqualification pertained/applied to only one member of Consortium.
- 10.4** Where an IP is a Consortium, the (in)eligibility and (dis)qualification criteria in this section applies to all members of the IP. Thus, for the avoidance of doubt, if any of the members of Consortium is ineligible or disqualified, all the members of Consortium and the IP itself will automatically stand disqualified and considered ineligible.
- 10.5** An IP and each member of Consortium must be eligible and qualified, as per criteria mentioned in this PIM/Invitation for EoI, on the date of submission of the EoI and must continue to be eligible and qualified throughout until the consummation of the

Transaction. IP shall have the obligation to immediately notify the TA on its becoming ineligible at any time during the process. In the event of any IP or member of Consortium becoming ineligible or disqualified, such IP shall not be permitted to continue to participate in the process.

- 10.6** The determination by BOB that any one or more of the events specified in this clause 10 has occurred shall be final and conclusive. In addition to the eligibility of the IP being a sole bidder, each of the members of Consortium and the Consortium as a whole must be eligible, as per criteria mentioned in this PIM/Invitation for EoI, on the date of submission of the EoI and must continue to be eligible at and prior to the closing of the Transaction. The IP shall be required to provide a declaration to certify its continuous eligibility as per the terms of the RFP and/or definitive documents.
- 10.7** Any breach of Confidentiality Undertaking executed by the IP (including any member of a Consortium) inter alia will result in disqualification.
- 10.8** If the IP and/or any member of Consortium and / or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) does not satisfy any of the requirements as may be issued by BOB/TA by way of notifications / issue of guidelines / circulars or such similar notifications from time to time including any additional conditions of disqualifications the EoI submitted by such IP shall be disqualified.
- 10.9** Any failure on part of the IPs/QIPs to disclose any information or documents submitted at the time of EoI may lead to disqualification.

10.10 Integrity Pact Clause

If an IP and/or any member of Consortium is found involved in corrupt practices, unfair means, or illegal activities during any stage of its bid or during pre-contract or post-contract stage, the IP / any member of Consortium shall be disqualified, at the sole discretion of BOB.

10.11 Approvals

The IP shall be responsible for obtaining all the applicable approvals to complete the Transaction within a specified time limit. For the purpose of this Transaction, the IP shall ascertain the applicability and implication of all laws pertaining to the Transaction and shall ensure compliance with all the applicable laws.

10.12 Late EoIs

The submission of any EoI after the prescribed date and time under clause 1.4 of this PIM, unless extended by BOB at its discretion, will not be considered and the EoI will be summarily rejected.

10.13 Substitution/ Withdrawal of EoI

The IP may substitute or withdraw its EoI after submission prior to the EoI Due Date. No EoI can be substituted or withdrawn by the IP on or after the EoI Due Date, save and to the extent as permitted in terms of this PIM/Invitation to EoI [including under clause 9.2 (i) above].

10.14 Evaluation of EoI

The TA will subsequently examine and evaluate all the EoIs in accordance with the provisions of this PIM/Invitation for EoI.

10.15 Rejection of EoI

- (i)** Notwithstanding anything contained in this PIM/Invitation for EoI, BOB reserves the right to reject any or all EoIs on any grounds including, the grounds of national interest, national security, public interest, or any other grounds without communicating any reasons thereof and without any liability or any obligation for such rejection.
- (ii)** BOB may also annul the EoI process and/or reject all EoIs at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without communicating any reasons thereof. In the event that BOB rejects or annuls any or all the EoIs, it may, in its discretion, invite fresh EoIs hereunder.
- (iii)** BOB reserves the right not to proceed with the EoI process at any time, without notice or liability, and to reject any or all the EoI without communicating any reasons.

10.16 Confidentiality

Any information relating to the examination, clarification, evaluation, and recommendation for the IPs/QIPs shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising BOB in relation to, or matters arising out of, or concerning the EoI process. The TA

and the IP/QIPs will treat all information, submitted as part of the EoI, in confidence and will require all those who have access to such material to treat the same in confidence to the same extent as the IP itself is bound. The TA shall not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/ or BOB or as may be required by law or in connection with any legal process.

Neither the IP nor any member of Consortium shall make any public announcement about their participation in the Transaction without prior written permission from BOB. However, in the event any IP and/or member of Consortium is required to make any disclosure to comply with the requirements of applicable law or the regulations of any stock exchange, they shall limit such announcement only to the extent strictly required and shall give prior written intimation to BOB and TA.

10.17 Other Conditions

- (i)** All financial statements or data to be derived therefrom referred herein shall mean on a consolidated basis and where consolidated financial statements are not required to be prepared by the entity, such financial statements or data derived therefrom shall mean on a standalone basis.
- (ii)** The detailed terms specified in the definitive agreements shall have overriding effect; provided, however, that any conditions or obligations imposed on the IP hereunder shall continue to have effect in addition to its obligations under the definitive agreements.
- (iii)** The documents including this PIM/Invitation for EoI and all attached documents are and shall remain or become the properties of BOB and are transmitted to the IPs solely for the purpose of preparation and the submission of an EoI in accordance herewith. IPs shall not use such documents/information for any purpose other than for preparation and submission of their EoI.
- (iv)** A draft of the Deed of Confidentiality Undertaking (“**CU**”) has been provided in **Annexure V**. The QIPs shall be required to execute the CU before they can get access to DR and the RFP.
- (v)** The QIPs shall provide certificates, undertakings, Earnest Money Deposit (“**EMD**”) or such similar documents for such amounts and on such terms and conditions prior to submission of the financial bid in Stage II (RFP Stage) as

may be informed by BOB.

- (vi) Unless otherwise specified, a certified true copy (duly verified by a notary) of the supporting documents shall be submitted.
- (vii) BOB, NBL, and the TA shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the PIM/Invitation for EoI including any error or mistake therein or in any information or data given by the TA.
- (viii) BOB and the TA reserve the right to verify all statements, information and documents submitted by the IP in response to the EoI and the IP shall, when so required by BOB/TA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by BOB/TA shall not relieve the IP of its obligations or liabilities hereunder nor will it affect any rights of BOB/TA thereunder.
- (ix) The Transaction will be subject to applicable statutory and regulatory restrictions and approval requirements.

10.18 Governing Law/ Jurisdiction

The interested parties acknowledge that this PIM/Invitation for EoI is not a legally binding document. Any and all disputes relating to, arising out of, or in connection with, the terms of this PIM/Invitation for EoI and/or the Transaction shall be governed by the laws of India. The courts at Mumbai shall have the exclusive jurisdiction.

ANNEXURE I – EXPRESSION OF INTEREST

Annexure I (A) - Expression of Interest Letter from Sole IP

(On the letterhead of the IP submitting the EoI)

To,
Ms. Monica Nagpal
BOB Capital Markets Ltd,
1704, B Wing, 17th Floor
Parinee Crescenzo, Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051

Reference No. _____

Date _____

Sub: GLOBAL INVITATION FOR EXPRESSION OF INTEREST TO BRING IN STRATEGIC PARTNER IN THE NAINITAL BANK LIMITED

Sir,

This is with reference to the Preliminary Information Memorandum and Invitation for EoI dated [●] (“**PIM**”) inviting Expression of Interest (“**EoI**”) to bring in strategic partner in the Nainital Bank Limited (“**NBL**”), a banking company registered under the Companies Act, 1956 having its registered office at Seven Oaks Building, Mallital, Nainital, Uttarakhand – 263001.

We have read and fully understood the contents and requirements of the PIM and are desirous of participating in the Transaction. The capitalized terms used herein but not defined shall have the meaning ascribed to them in the PIM/Invitation for EoI.

Accordingly, for this purpose we address you as follows:

1. We [●] (insert name of interested party) having our registered office at [●] (insert registered address of interested party) propose to submit our EoI as a sole “**Interested Party**”/ “**IP**”.
2. We are interested in bidding for the Transaction and acquisition of BOB’s equity stake in the NBL.
3. We understand the instructions of the PIM/Invitation for EoI and confirm that we satisfy the Eligibility Criteria and are not disqualified under any of the Disqualification Conditions detailed in the PIM/Invitation for EoI.

4. We confirm and represent that we have the requisite corporate authorization to submit this EoI.
5. We undertake to provide such information as may be sought by TA in relation to our EoI or by the RBI and/or BOB in relation to the 'Fit & Proper' assessment. We further undertake that any change/modification in the respect of the facts or contents mentioned under the F&P Assessment Documents till final selection shall be forthwith brought to the notice of TA/BOB and all documents in respect of such change/modification shall be submitted by us for re-assessment of such F&P Assessment Documents by the RBI and/or BOB, as the case may be.
6. We undertake to comply with and remain compliant with the RBI conditions/directions/guidelines/regulations applicable to the Transaction, each as amended/supplemented from time to time.
7. We undertake that in the event we are the Successful Bidder and incorporate a separate Investment Vehicle, either at our discretion or if required by RBI, for acquiring the equity stake in the NBL, we (as the Parent of the Investment Vehicle) shall be required to irrevocably and unconditionally guarantee to BOB that the said Investment Vehicle shall, at all times, fully and faithfully perform and discharge all its obligations under the definitive agreements or other materials prepared in connection with the Transaction. We acknowledge that BOB will have rights of enforcement as against the Investment Vehicle mentioned above under the parent guarantee for breach of undertakings and representations made to BOB under the EoI.
8. We certify that there are no existing material dispute(s) or legal proceeding(s) by or against us and/ or our Associates Companies in respect of NBL and/or its joint ventures or subsidiaries or associates.
9. With respect to the said Transaction, we undertake and confirm:
 - (i) that, we are not disqualified as per the Disqualification Conditions outlined under this PIM/Invitation for EOI; and
 - (ii) to provide all information, evidence and any additional documents as may be required by BOB, NBL or TA post issuance of RFP.
10. We further certify that neither have we been convicted or indicted by any court of law nor has any adverse order been passed against us by a regulatory authority which would cast a doubt on our ability to manage NBL following the

consummation of the Transaction, or which relates to a grave offence that outrages the moral sense of the community.

11. We further certify that in regard to matters relating to security and integrity of India, neither has any charge sheet been issued/filed by any agency of GoI against us or any of our Associate Companies nor have we been convicted by a court of law for any offence committed by us or by any of our Associate Companies.
12. We further certify that no investigation by a regulatory authority# is pending either against us or against any of our Associate Companies, or against any of our directors, chief executive officer (“CEO”), or other key managerial personnel (“KMP”).
13. In the event any of the grounds of disqualification or the Disqualification Conditions in terms of the PIM/Invitation for EoI or any extant RBI directions/guidelines/regulations (including the conditions relating to RBI and/or BOB’s Fit & Proper assessment), as amended from time to time, become applicable to us during the pendency of the process of the Transaction, owing to changes in facts or circumstances, we undertake to immediately intimate the TA and BOB.
14. We confirm that we are not a Government Company under the Companies Act 2013.
15. We certify that in terms of the PIM/Invitation for EoI, our Net worth as on [●] is INR [●] /USD [●] (USD [●]/INR [●] in words) assuming USD 1 = INR 82.00.
16. We shall be glad to receive further communication on the subject.

For and on behalf of: (Name of the IP) [●]
(Signature of Authorized Signatory) [●]
(Name of Authorized Signatory) [●]
(Designation of Authorized Signatory)

Enclosure:

1. Authorization from IP submitting as Sole IP
2. Request for Qualification
3. Affidavit for Certification of Documents
4. Declaration
5. Deed of Confidentiality Undertaking

#The investigation by regulatory authority shall be limited to the following: (a) investigation pending against them, by a regulatory authority, which if decided

against the bidder, may disqualify the bidder in terms of the Disqualification Conditions specified under the PIM/Invitation for EoI; and (b) investigation pending against them, by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of the Eligibility Criteria and/or Disqualification Conditions prescribed in the PIM/Invitation for EoI.

**Annexure I (B) – Expression of Interest Letter from Consortium IP
(On the letterhead of the Lead Member submitting the EoI)**

To,

Ms. Monica Nagpal
BOB Capital Markets Ltd,
1704, B Wing, 17th Floor
Parinee Crescenzo, Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051

Reference No. _____

Date _____

Sub: GLOBAL INVITATION FOR EXPRESSION OF INTEREST TO BRING IN
STRATEGIC PARTNER IN THE NAINITAL BANK LIMITED

Sir,

This is with reference to the Preliminary Information Memorandum and Invitation for EoI dated [●] (“**PIM**”) inviting Expression of Interest (“**EoI**”) to bring in strategic partner in the Nainital Bank Limited (“**NBL**”), a banking company registered under the Companies Act, 1956 having its registered office at Seven Oaks Building, Mallital, Nainital, Uttarakhand – 263001

This communication has been issued by us in our capacity as the Lead Member (*as defined* below) for and on behalf of the Consortium (*as defined* below). All statements below are made for and on behalf of members of Consortium. Hence, all references to “we” and “us” refers to each member of Consortium.

We have read and fully understood the contents and requirements of the **PIM** and are desirous of participating in the Transaction. The capitalized terms used herein but not defined shall have the meaning ascribed to them in the PIM/Invitation for EoI.

Accordingly, for this purpose, we address you as follows:

1. We have formed a consortium comprising of [●] members as follows (“**Consortium**”) and the same is in compliance with the extant RBI directions/guidelines/regulations (as amended from time to time), including the Master Directions on ‘Ownership in Private Sector Banks, Directions issued in 2016 and in accordance with the requirements specified under the PIM/Invitation for EoI:

- 1.1 [●] holding [●] % ([●] percent) shareholding in the Consortium;
 - 1.2 [●] holding [●] % ([●] percent) shareholding in the Consortium;
 - 1.3 [●] holding [●] % ([●] percent) shareholding in the Consortium; and
 - 1.4 [●] holding [●] % ([●] percent) shareholding in the Consortium
2. We have agreed that [●] shall act as the Lead Member of the Consortium (“**Lead Member**”).
 3. We undertake to provide such information as may be sought by TA in relation to our EoI or by the RBI in relation to the ‘Fit and Proper’ assessment. We further undertake that any change/modification in the respect of the facts or contents mentioned under the F&P Assessment Documents till final selection shall be forthwith brought to the notice of TA/BOB and all documents in respect of such change/modification shall be submitted by us for re-assessment of such F&P Assessment Documents for ‘Fit & Proper’ assessment by the RBI and/or BOB, as the case may be.
 4. We undertake to comply with and remain compliant with the RBI conditions/directions/guidelines/regulations applicable to the Transaction, each as amended/supplemented from time to time.
 5. We undertake that in the event we are selected as the Successful Bidder and, either at our discretion or as required by RBI, make the investment through an Investment Vehicle then
 - (i) the Lead Member of Consortium shall jointly and severally; and
 - (ii) the other members of the Consortium shall, to the extent of their shareholding percentage/participating interest in the Consortium, irrevocably and unconditionally guarantee to BOB and that such Investment Vehicle shall, at all times, fully and faithfully perform and discharge all its obligations under the definitive agreements or other materials prepared in connection with the Transaction. We acknowledge that BOB and will have rights of enforcement as against the Investment Vehicle mentioned above and also against the members of Consortium for breach of undertakings and representations made to BOB under the EoI including under **Annexure VII (“Consortium Agreement”)**.
 6. We are interested in bidding for the Transaction
 7. We understand the instructions under the PIM/Invitation for EoI and confirm that we satisfy the Eligibility Criteria and are not disqualified under any of

Disqualification Conditions detailed in the PIM/Invitation for EoI.

8. We confirm and represent that we have the requisite corporate authorization to submit this EoI.
9. We certify that there are no existing material dispute(s) or legal proceeding(s) by or against us and/ or our Associates Companies in respect of NBL and/or its joint ventures or its subsidiaries or its associates.
10. We further certify that neither have we been convicted or indicted by any court of law, nor has any adverse order been passed against us by a regulatory authority which would cast a doubt on our ability to manage the company following the consummation of the Transaction, or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of India, neither has any charge sheet been issued/filed by any agency of GoI against us or any of our Associate Companies nor have we been convicted by a court of law for any offence committed by us or by any of our Associate Companies.
12. We further certify that no investigation by a regulatory authority[#] is pending either against us or against our Associate Companies, or against any of our directors, chief executive officer (“**CEO**”) or other key managerial personnel (“**KMP**”).
13. In the event any of the grounds of disqualification or Disqualification Conditions, in terms of the PIM/Invitation for EoI or the extant RBI directions/guidelines/regulations (including the conditions relating to RBI and/or BOB’s ‘Fit & Proper’ assessment), each as amended from time to time, becomes applicable to us during the pendency of the process of the Transaction, owing to changes in facts or circumstances, we undertake to immediately intimate the TA and BOB.
14. We certify that in terms of the EoI, each member of the Consortium has a minimum Net Worth which is at least equivalent to their respective shareholding percentage/participating interest in the Consortium and the collective Net Worth of the Consortium as on [●] is INR [●] /USD [●] (USD [●]/INR [●] in words) assuming USD 1 = INR 82.00.
15. We shall be glad to receive further communication on the subject.

Thank you.

Yours sincerely,

For and on behalf of: (Name of the Lead Member)

[●] (Signature of Authorized Signatory)

[●] (Name of Authorized Signatory)

[●] (Designation of Authorized Signatory)

Enclosure:

1. Authorisation from IP submitting as a Consortium
2. Request for Qualification
3. Affidavit for Certification of Documents
4. Declaration
5. Deed of Confidentiality Undertaking
6. Consortium Agreement
7. Power of Attorney for the Lead Member of the Consortium

#The investigation by regulatory authority shall be limited to the following: (a) investigation pending against them, by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of the Disqualification Conditions specified under the PIM/Invitation for EoI; and (b) investigation pending against them, by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of the Eligibility Criteria and Disqualification Conditions prescribed in the PIM/Invitation for EoI.

Form A to the Expression of Interest Letter

(On the letterhead of the IP submitting the EoI. To be submitted by IP/each member of the consortium)

To,

Ms. Monica Nagpal
BOB Capital Markets Ltd,
1704, B Wing, 17th Floor
Parinee Crescenzo, Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051

Reference No. _____

Date _____

Sub: GLOBAL INVITATION FOR EXPRESSION OF INTEREST TO BRING IN STRATEGIC PARTNER IN THE NAINITAL BANK LIMITED

Sir,

S. No.	Particulars	Details
1.	Name of the IP/ member of Consortium.	
2.	Constitution <ul style="list-style-type: none">i. An entity which is registered with SEBI as an Alternative Investment Fund (AIF) under the extant SEBI regulations;ii. Private-sector Banking Companies as defined under the Banking Regulations Act, 1949), which are listed;iii. Foreign Banks, operating in India through either (i) branches; or (ii) wholly owned subsidiary; or (ii) a subsidiary with aggregate foreign investment of upto a maximum of 74% (seventy-four percent) in a private bank;iv. Non-banking Financial Companies (NBFCs),	

S. No.	Particulars	Details
	registered with RBI; v. a fund/investment vehicle incorporated outside India.	
3.	<p>Executive Summary and Management Organization: providing brief description of the Interested Party (IPs) and (where appropriate) of member in the Consortium, containing details like ownership structure, identity of the natural persons who are the Ultimate Beneficial Owners (“Ultimate Beneficial Owner” means the natural person or persons who are the ultimate beneficial owners of the shares and who ultimately own, control or influence and includes a person who exercises ultimate effective control over a legal person or arrangement), (as per SEBI Circular No. CIR/MIRSD/2/2013 dated January 24, 2013), the place of effective management of business of the IPs/ member of Consortium (“Place of Effective Management” means the place where key management and commercial decisions that are necessary for the conduct of business of an entity as a whole are, in substance made), (as per Central Board of Direct Taxes Guideline F. No. 142/11/2015-TPL dated January 24, 2017) etc. write up on business history and growth, business areas / activities, respective revenue details, the Place of Effective Management of business of the IPs/ member of Consortium etc. It shall include a brief commentary on the capability of the IPs / member of Consortium, as demonstrated, inter alia, in its past track record, to run its own business.</p> <p>Also, an overview of IP’s/ member of Consortium’s senior management and organization structure certified by the Company Secretary/ any other officer in charge of secretarial/legal affairs.</p>	
4.	If the IP is a foreign company/fund, specify list of statutory approvals from GoI/RBI applied for/ obtained/ awaited, if any.	
5.	Memorandum and Articles of Association/Document of Constitution, as may be applicable to the IP / member of Consortium.	

S. No.	Particulars	Details
6.	A certificate duly signed by Company Secretary of the company/ any other officer in charge of legal affairs, stating that IP is eligible to participate in the Transaction in terms of its [Memorandum and Articles of Association/[●] (name of Document of Constitution as may be applicable)]. (Specific provision may be reproduced in certificate).	
7.	A certificate duly signed by Company Secretary of the Company/ any other officer in charge of legal affairs, stating that IP does not attract disqualification as specified under the Disqualification Conditions specified under the PIM/Invitation for EoI.	
8.	A certificate for list of Board of Directors and key management personnel duly signed by the respective Company Secretary of the company or any other officer in-charge of secretarial/legal affairs of IP/ member of Consortium and also counter signed by its authorized signatory	
9.	Basis of eligibility for participation in the process (please mention basis and attach supporting documents).	
10.	Details of shareholding pattern of the IP including the details establishing ultimate beneficial owner of the IP as of the date of submission of the Expression of Interest (“EoI”).	
11.	<p>Latest Audited Annual Reports (as of a date not earlier than March 31, 2022/December 31, 2021) depending on the Financial Year cycle being followed by the IPs.</p> <p>Note: In case audited annual reports are not available, the statutory auditor should certify the Net Worth and the methodology of calculating the Net Worth.</p> <p>Provided that, in the event such IP/ any member of Consortium is an unlisted entity, and does not have the audited financial statements as mentioned above, the latest available unaudited/ provisional financial statements (no later than March 31, 2022 / December 31, 2021) may be given as certified by its statutory auditor; in case such entity is a listed entity, and its audited financial statements are not available for the immediately preceding financial year, the information contained in latest quarterly limited review report (no later than March 31, 2022</p>	

S. No.	Particulars			Details
	<p>/ December 31, 2021) is to be submitted. However, the audited financial statements of such entities shall be submitted, as and when prepared as per the statutory requirements and timelines of the relevant countries where it is incorporated.</p> <p>All financial statements/ annual reports/net worth certificates submitted should be certified by authorized signatory.</p>			
12.	<p>Please provide an independent chartered accountant/statutory auditor certificate certifying the following:</p> <ol style="list-style-type: none"> 1. Net Worth for IPs/ member of Consortium; 2. PAT (prior to any dividend pay-out) for preceding five (5) financial years from the date of publication of this PIM/Invitation for EoI, for the IPs/Lead Member of Consortium, in the following format 			
No.	Financial Year ending	Duration of Financial Year (in months)	PAT (in INR Cr.)	
<p>The certificate should clearly mention the following:</p> <ul style="list-style-type: none"> ▪ The date of Net Worth calculation and financial year ending date for respective financial years for which PAT has been submitted 				

S. No.	Particulars	Details
	<ul style="list-style-type: none"> ▪ In case the IPs/ members of Consortium are not required to prepare consolidated financial statements as a part of statutory requirements, the same should be mentioned in the certificate. ▪ The certificate should clearly mention that the issuing authority is statutory auditor or independent chartered accountant (as applicable), for the IPs/members of Consortium. ▪ It should clearly specify the cross holdings among members of Consortium, if any. 	
13.	<p>International Operations/ Joint Ventures/ Alliances: Brief note of IPs/ member of Consortium's international operations, joint ventures, alliances, (whether international or domestic), including incorporation details, registered office, nature and size of such operations, equity ownership/ effective management and control (as applicable).</p>	
14.	<p>Professional Advisors: IPs/ members of Consortium to provide names and addresses of those companies and professional firms, if any, who are (or will be) advising the IPs/Consortium/member of Consortium for the Transaction, together with the names of the principal individual advisors at those companies and / or firms, as the case may be.</p>	
15.	<p>Outstanding Litigation/ Contingent Liability: (a) IPs/ members of Consortium (including the Ultimate Beneficial Owner, promoters, persons in control, thereof) must provide with the EoI a statement of those pending litigations that, if decided against the IPs/members of Consortium/ultimate beneficial owner/promoters/</p>	

S. No.	Particulars	Details
	<p>persons in control shall disqualify the IPs/members of Consortium in terms of the prescribed Eligibility Criteria;</p> <p>(b) IPs/ members of Consortium (including the Ultimate Beneficial Owner, promoters, persons in control, thereof) to provide details of all contingent liabilities that, if materialized, that have or would reasonably be expected to have a material adverse effect on the business, operations (or results of operations), assets, liabilities and/or financial condition of the IPs/ member of Consortium, or other similar business combination or sale</p>	
16.	<p>Foreign Direct Investment (FDI) Restrictions: If the IPs/ any member of Consortium is a foreign entity/ overseas corporate body, specify list of statutory approvals from the Government of India/ the Reserve Bank of India/ relevant ministry/ any other Government agency, specifying whether the same is applied for/ to be obtained/ awaited, if applicable.</p>	
17.	Equity contribution of member in the Consortium (if applicable).	
18.	Nature of business/products dealt with.	
19.	A profile containing information on company/associate's area of operations, capability of the IP, as demonstrated in its past track record, to run its own business.	
20.	List of board of directors along with an overview of the IP's senior management and organization structure including effective place of management of business of IP as on EoI submission date certified by the Company Secretary of the IP.	
21.	Summary of the roles and responsibilities of the directors and key management personnel of the IP certified by the Company Secretary of the IP.	
22.	The names and addresses of those companies and the professional firms, if any, who are (or will be) advising the IP, together with the names of the principal individual advisors at those companies and / or firms, as the case may be.	
23.	Date & Place of incorporation.	
24.	Date of commencement of business.	

S. No.	Particulars	Details
25.	Full address including phone No., fax No., email address and web address Registered Office Head Office Branches	
26.	Details of contact persons Name Designation Company Address Telephone (fixed and cell) Email Fax	
27.	Statutory Auditor's certificate certifying the Net Worth as on date of the latest audited annual reports, along with methodology for calculation of Net Worth.	
28.	Please provide details of all contingent liabilities that, if materialized, would reasonably be expected to have a material adverse effect on the business, operations (or results of operations), assets, liabilities and/or financial condition of the Company, or other similar business combination or sale.	
29.	A statement showing pending litigations that, if decided against the IP, shall disqualify the IP in terms of prescribed Eligibility Criteria, Disqualification Conditions and extant Government instructions on disinvestment.	
30.	An affidavit certifying the correctness of documents submitted in the EoI.	

Sincerely

Authorized Signatory For and on behalf of the (IP/Consortium)

Note:

- Please follow the order adopted in the format provided.
- If the IP/ any member of Consortium is unable to respond to a particular question/request or submit any document as per stated requirement, the

relevant question/request or request for submission of document, must nonetheless be set out as per the Format, with the words “No response given” mentioned against it, stating reasons for the same.

ANNEXURE II – AUTHORISATION FROM IPs

Annexure II(A) – Authorisation from IP Submitting as Sole IP (On the letterhead of the IP)

Ms. Monica Nagpal
BOB Capital Markets Ltd,
1704, B Wing, 17th Floor
Parinee Crescenzo, Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051

Reference No. _____

Date _____

Sub: GLOBAL INVITATION FOR EXPRESSION OF INTEREST TO BRING IN
STRATEGIC PARTNER IN THE NAINITAL BANK LIMITED

Sir,

This is with reference to the Preliminary Information Memorandum and Invitation for EoI dated [●] (“**PIM**”) inviting Expression of Interest (“**EoI**”) bring in strategic partner in the Nainital Bank Limited (“**NBL**”), a banking company registered under the Companies Act, 1956 having its registered office at Seven Oaks Building, Mallital, Nainital, Uttarakhand – 263001

1. We have read and fully understood the contents and requirements of the PIM and are desirous of participating in the Transaction.
2. [●] (insert name and designation of individual) (“**Representative**”) has been duly authorized to submit the EoI for and on behalf of [●] (insert name of IP) and to act as our representative for all matters related thereto.
3. The Representative is vested with the requisite power and authority to furnish this letter and Form A along with all the documents to be submitted pursuant to the PIM/Invitation for EoI and authenticate the same.
4. The certified extract of the resolution of our Board of Directors dated [●] approving our participation in the Transaction and giving the necessary authority to the Representative in connection therewith is enclosed.

(In case of entities having PAN and TAN registration in India)

Our PAN number is [●]. Our TAN number is [●].

(In case of entities not having PAN and TAN registration in India)

- Name, Email-ID, contact number
- Address in the country of residence
- Country of tax residency
- Tax Identification Number (“**TIN**”) in the country of residence; if no TIN is being issued, any other unique identification number issued by the government of such country

Sincerely

For and on behalf of: (Name of the Interested Party) Designation:

[●]

Enclosure: Certified extract of the resolution of the Board of Directors dated [●]

**Annexure II (B) – Authorisation from IP Submitting as Consortium of
IPs
(On the letterhead of the Lead Member of the Consortium)**

Ms. Monica Nagpal
BOB Capital Markets Ltd,
1704, B Wing, 17th Floor
Parinee Crescenzo, Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051

Reference No. _____

Date _____

Sub: GLOBAL INVITATION FOR EXPRESSION OF INTEREST TO BRING IN
STRATEGIC PARTNER IN THE NAINITAL BANK LIMITED

Sir,

This is with reference to the Preliminary Information Memorandum and Invitation for EoI dated [●] (“**PIM**”) inviting Expression of Interest (“**EoI**”) bring in strategic partner in the Nainital Bank Limited (“**NBL**”), a banking company registered under the Companies Act, 1956 having its registered office at Seven Oaks Building, Mallital, Nainital, Uttarakhand – 263001

1. We have read and fully understood the contents and requirements of the **PIM** and are desirous of participating in the Transaction.
2. [●] (insert name and designation of individual) (“**Representative**”) has been duly authorized to submit the EoI for and on behalf of [●] (insert name of the Consortium) and to act as our Representative for all matters related thereto.
3. The Representative is vested with the requisite power and authority to furnish this letter and **Form A** along with all the documents to be submitted pursuant to the PIM/Invitation for EoI and authenticate the same.
4. The certified extract of the resolution of our Board of Directors dated [●] approving our participation in the Transaction and giving the necessary authority to the Representative in connection therewith is enclosed.

- Name, Email-ID, contact number

- Address in the country of residence
- Country of tax residency
- Tax Identification Number (“**TIN**”) in the country of residence; if no TIN is being issued, any other unique identification number issued by the government of such country

Sincerely

For and on behalf of: (name of the Lead Member of Consortium), acting as the Lead Member of the (name of the Consortium)

Name: [●]

Designation: [●]

Enclosure: Certified extract of the resolution of the Board of Directors dated [●]

ANNEXURE III – AFFIDAVIT FOR CERTIFICATION OF DOCUMENTS

(To be duly executed and adequate stamp duty to be paid by the IP/ Members of Consortium with respect to this document. To be given by the Representative (as defined in **Annexure II**)

AFFIDAVIT

I, [name] aged [age] years, resident of [address] working as [designation], being an authorized signatory on behalf of [name of the Interested Party] (“**Interested Party**” / “**IP**”) hereby state on solemn affirmation and oath as under:

1. I am the [designation of the deponent] of the Interested Party. I am conversant with the facts and circumstances surrounding the subject of this affidavit [and have been authorized to depose to the same pursuant to the power of attorney dated [•] issued pursuant to [particulars of corporate approval]. I am filing this affidavit to place on record, verification of facts and documents in connection with the bidding process concerning strategic disinvestment of NBL Limited through sale of BOB’s equity stake along with transfer of management control in NBL (the “**Transaction**”),
2. I state that I have reviewed the contents of the Preliminary Information Memorandum dated [•] and the Expression of Interest dated [•] (“**EoI**”) and the requirements of each of them in relation to the Transaction and also the terms and conditions thereof.
3. I state that all documents and information submitted with the EoI of [insert name of the IP] has been personally verified and has also been verified by the concerned authority within [insert name of the IP]. [Insert separate paragraphs for each information/ document physically submitted with the TA, in a chronological sequence].
4. I state that each of the documents submitted is true, correct and complete in all respects. Nothing has been concealed in the information submitted as mentioned above, and no information submitted is misleading in any respect.
5. I understand that in case of any untrue, incomplete, misleading or incorrect information is submitted, the EoI submitted by [insert name of the IP] shall be liable to be disqualified.
6. I state that, in the event in any of the grounds for disqualification or the Disqualification Conditions becomes applicable to us in terms of the PIM/Invitation

for EoI or the extant RBI directions/guidelines/regulations (including the conditions relating to RBI and/or BOB's Fit & Proper assessment), each as amended from time to time, during the pendency of the process of Transaction, we shall promptly inform the TA and BOB.

7. I state that, in the event of any change in the information or documents submitted by [insert name of the IP] (including any documents and information submitted for 'Fit and Proper' assessment by RBI), we shall immediately notify the TA and BOB along with copies of all the relevant documents.
8. This Affidavit has been provided by me for and on behalf of [insert name of the IP] for the purpose of confirming the correctness, completeness, and validity of all documents and information submitted by [insert name of the IP] in relation to the Transaction.

Solemnly affirmed and verified on this [day] day of [month] [year] at [place].

Before me [particulars of notarization]

Name, Designation & Address & Signature of Deponent.

ANNEXURE IV – DECLARATION

(On the letterhead of the sole IP /each member of the Consortium submitting the EoI)

DECLARATION

- 1.** We solemnly declare that neither we nor any of our director(s), CEO, principal officers, and other key managerial personnel are convicted by any court of law or are indicted or have received any adverse order from regulatory authority relating to a grave offence.

‘Grave offence’ for this purpose shall include
 - a) SEBI / RBI orders which directly relate to “Fraud” as defined under the provisions of the SEBI Act, 1992 / RBI Act, 1934 and any of the regulations made thereunder, each as amended from time to time;
 - b) SEBI orders which cast a doubt on the ability of the IP to hold the stake in NBL;
 - c) Any conviction by a court of law;
 - d) Where SEBI has issued an order of prosecution against the IP, disqualification will arise only on conviction by court of law.

- 2.** We certify that there are no existing material dispute(s) or legal proceeding(s) by or against us and/or our Associates Companies in respect of NBL and/or its joint ventures or its subsidiaries or its associates.

- 3.** We further declare that neither we nor any of our Associate Companies have been issued a charge-sheet by any Governmental Authority or convicted by a court of law for any offence with regard to matters relating to the security and integrity of the country.

- 4.** We further declare that neither we nor any of our Associate Companies, our director(s), CEO, or other key managerial personnel are under any investigation pending before any regulatory authority or other authority.

- 5.** We declare that true, correct, and complete information as required is provided in the EoI and Form A, all related documents, including all annexures thereto.

Yours sincerely,

For and on behalf of: (name of the Interested Party/member of Consortium)

Signature: (Authorized Representative and Signatory)

Name of the Person: [●]

Designation: [●]

Place:

Date:

Note: In case any IP is unable to give above undertaking in view of any conviction, indictment, order, or investigation as above, full details of the same shall be provided including names of persons involved, designation, charge/offence, ordering/ investigating agency, status/outcome etc. with supporting/ relevant documents. Any entity, which is disqualified from participating in the Transaction, shall not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

ANNEXURE V – DEED OF CONFIDENTIALITY UNDERTAKING

[NOTE: The Deed of Confidentiality Undertaking is to be executed on a non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution by the Interested Party. In case of consortium, the Deed of Confidentiality Undertaking is to be executed by the lead party and each member of the consortium. This deed must be submitted in three original copies.]

This DEED OF CONFIDENTIALITY UNDERTAKING (“**Undertaking**”) is made on this the [●] day of [●], 20[●]

BY:

[●], a company incorporated under the laws of [●], with its registered office at [●] (hereinafter referred to as the “**Interested Party**” or “**IP**”)

(In case of a Consortium, the term “IP” means collectively the Lead Member of Consortium and other members of Consortium, unless the context otherwise requires reference to only the Lead Member or members(s) of Consortium)

IN FAVOUR OF:

Bank of Baroda

And

[TA] [*Details to be included*]

And

NBL [*Details to be included*]

WHEREAS

- A. The IP has submitted an expression of interest dated [●] (“**EoI**”) pursuant to the Preliminary Information Memorandum and Invitation for EoI dated [●] (“**PIM**”) For bringing in Strategic Partner in NBL
- B. The IP has, in compliance with the terms of the PIM/Invitation for EoI, agreed to submit this undertaking in the format specified by TA; and

- c. In the context of the IP's interest in the Transaction, the Disclosing Party (as defined herein below) may disclose Confidential Information (as defined herein below) to the Receiving Party (as defined herein below) to enable the IP to evaluate the Transaction.

NOW, THEREFORE, in consideration for receiving the Confidential Information, the IP hereby executes this Undertaking and undertakes, represents, warrants, covenants and agrees to the terms and conditions contained herein.

1. In this Undertaking (including the recitals) the following words shall have the respective meaning given to them below:

“Confidential Information” means and includes any and all information, documents and materials whether written, or otherwise, and in any form or media, concerning the business, operations, prospects, finances, or other affairs of NBL, its affiliates, associates, joint ventures, or subsidiaries (which includes, without limitation, any information delivered or disclosed to the Receiving Party in connection with the due diligence investigation, product specifications, data, know-how, compositions, designs, sketches, photographs, graphs, drawings, past, current, and planned research and development, current and planned marketing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, computer software and programs, database technologies, systems, structures and architectures, historical financial statements, business plans, financial projections and budgets, historical and projected sales, capital spending budgets and plans, current or prospective financing sources, the names and backgrounds of personnel, personnel training techniques and materials), and any confidential information memorandum, bid document, draft of transaction document or other documents and materials and/or information relating to NBL (howsoever such information is documented) and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party containing or based, in whole or in part, on any information included in the foregoing.

Notwithstanding the foregoing, the following information will not constitute “Confidential Information” for purposes of this Undertaking:

- (a) Information which the Receiving Party can prove by written records was already in its possession on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party;
- (b) Information which is obtained by the Receiving Party from a third Person who is not prohibited from disclosing the information to the Receiving Party under a contractual, legal or fiduciary obligation to the Disclosing Party; and
- (c) Information which is or becomes generally available to the public otherwise than

as a result of a breach of this Undertaking by the Receiving Party.

The decision of NBL on whether any information qualifies within the exceptions in (a), (c) and (c) above shall be final, conclusive, and binding.

“Disclosing Party” means BOB, NBL, TA and/or their respective Representatives and advisors.

“Governmental Authority” means any governmental or regulatory authority, government department in India or other rule or regulation-making entity having jurisdiction on behalf of the Republic of India or any political subdivision thereof.

“Person” shall mean any individual, company, firm, association, trust, or any other organization or entity, including any governmental or political subdivision, ministry, department, or agency thereof.

“Receiving Party” means the IP, its affiliates, and their respective Representatives whether jointly or severally.

“Representative(s)” of any Person includes the directors, officers, employees, agents, consultants, advisors, or other representatives, including legal counsel, accountants and financial advisors of such Person and also includes the Representatives of the Representatives of any Person.

“Transaction” shall have the meaning ascribed to such term in Recital A hereof.

2. Any Confidential Information disclosed by the Disclosing Party to the Receiving Party, or acquired by the Receiving Party in the course of any studies conducted by the Receiving Party, will be received and treated by the Receiving Party as strictly confidential and the Receiving Party shall not, without BOB’s and/or NBL’s prior written consent or as expressly permitted herein, disclose in any manner whatsoever, in whole or in part, to any other Person, or use or allow others to disclose or use, the Confidential Information.

3. The Receiving Party will use the Confidential Information in good faith only to evaluate the Transaction and to decide whether or not the IP wishes to proceed with the Transaction, and the Receiving Party will not use the Confidential Information for any other purpose or in any way detrimental to the Disclosing Party, including for any commercial or business purposes.

4. In consideration of the Disclosing Party providing the Receiving Party with Confidential Information, the IP by execution of this Undertaking agrees, that all of the Confidential Information shall be held and treated by the Receiving Party in confidence. The IP agrees (A) to disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purposes of an evaluation of the Transaction and each such Representative of the IP will be informed and advised by the IP of the confidential nature of such information and the obligations of this Undertaking and (B) the IP shall satisfy itself that each such Representatives of the IP will hold and treat the Confidential Information in confidence and act in accordance therewith.
5. At BOB's, or NBL's or TA's request, the IP shall procure from its Representatives a written confidentiality agreement or undertaking substantially in the form of this Undertaking with confidentiality and other obligations no less restrictive than those contained herein, and the Representative of the IP shall undertake to treat the Confidential Information in accordance with the terms of this Undertaking. Notwithstanding any such agreement or undertaking, the IP agrees that it shall continue to be responsible and liable for any breach of this Undertaking by it or any of its Representatives and shall indemnify and hold BOB, NBL and TA harmless (including in accordance with Clause 14 of this Undertaking) from any breach of this Undertaking.
6. The IP recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the resultant damage to BOB or NBL if the Confidential Information is disclosed or allowed to be disclosed to an unauthorized party or used for any purpose other than evaluating the Transaction. The IP acknowledges and agrees that it is imperative that all Confidential Information remains confidential.
7. In the event that a consortium member, is required to be changed, the IP shall inform the BOB and take prior permission of BOB and upon receipt of such confirmation, the IP agrees that it shall ensure that within seven (7) days it will take a written undertaking identical in form and content as this Undertaking from the new consortium member in favor of BOB, NBL and TA and deliver the same to each of them through TA.
8. Except as otherwise provided in this Undertaking, in the event of change of an IP (in case of consortium), the IP who is no longer a member of the consortium hereby agrees to be bound by the terms of this Undertaking for a period of five (5)

years from the date it ceases to be a member of the consortium of IP.

- 9.** On acquiring the Confidential Information on the terms stated in this Undertaking or otherwise, the Receiving Party shall comply with all applicable laws. Without limiting the generality of the preceding sentence, the IP (and its Representative(s)) shall not trade in securities/ shares of the NBL whilst in the possession of Confidential Information, in contravention of any applicable laws including the SEBI (Prohibition of Insider Trading) Regulations.
- 10.** If the Receiving Party is requested or becomes legally compelled (including by oral or written questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this Undertaking, the Receiving Party will by written notice seek prior written permission from TA, NBL and BOB of such request before such disclosure is made so that TA and/or BOB may seek an appropriate protective order or other appropriate remedy and which permission shall be granted within seven (7) days from the receipt of such written request from Receiving Party. Subject to the foregoing, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of the Ips counsel reasonably acceptable to TA, NBL and BOB, the IP is legally compelled or is otherwise required to disclose or else stand liable for contempt or suffer other material censure or material penalty; provided, however, that the Receiving Party must use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so disclosed.
- 11.** The confidentiality obligations contained in this Undertaking may be amended, modified or superseded upon the Bidder, being selected by BOB in consultation with TA as the successful bidder for the purposes of becoming a strategic partner in NBL, by executing a definitive transaction document for the acquisition of the Stake in NBL, but shall be without prejudice to any of TA's, NBL's and/or BOB's rights in respect of any breach of this Undertaking which may have occurred prior to such amendment, modification or supersession.
- 12.** In case the IP decides (for any reason whatsoever) not to proceed with the Transaction or if TA, or BOB disqualify the IP from further participation in the Transaction or upon not emerging as the Successful Bidder and consequently not being selected as the purchaser or otherwise not executing the definitive transaction document, the provisions of this Undertaking shall still survive for a period of five (5) years from the date any of the aforesaid occurs.

- 13.** The IP agrees and acknowledges that BOB reserves the right, in its sole discretion not to proceed with the Transaction and/or to modify the process of the Transaction in any part, at any time without prior notice to the IP and/or to reject any or all proposals made by the IP with regard to the Transaction. Further, BOB may elect at any time to terminate further access by the Receiving Party to any Confidential Information required by the IP in connection with its evaluation of the Transaction. The IP agrees that after any such termination by BOB or after the decision to not proceed with the Transaction, the IP will (a) promptly deliver to the concerned Disclosing Party or at the option of that Disclosing Party, destroy all documents or other materials in any form or media, furnished by such Disclosing Party to the Receiving Party constituting Confidential Information, together with all copies, extracts and summaries thereof in the possession or under the control of the Receiving Party, (b) will delete from the Receiving Party's computer systems all files, data or programs constituting Confidential Information and (c) will destroy materials generated by the Receiving Party that include or refer to any part of the Confidential Information, without retaining a copy of any such material. Any such destruction pursuant to the foregoing must be confirmed by the IP in writing to TA, NBL and BOB (such confirmation must include a list of the destroyed and deleted materials). The IP acknowledges that the return of the Confidential Information and the return or destruction of the Confidential Information shall not release the Receiving Party from its obligations under this Undertaking. The Receiving Party and its Representatives may however retain such Confidential Information that (i) the Receiving Party or its Representatives are required to retain by any applicable law, rule, or regulation or by any competent judicial, governmental, supervisory or regulatory body; or (ii) is retained in the computer archival system of the Receiving Party or its Representatives; provided that the Confidential Information will be destroyed in accordance with the regular ongoing records retention process of the Receiving Party or its Representatives and, provided further, that the Receiving Party and its Representatives will be bound by the obligations of Confidentiality undertaken in this CU with respect to such Confidential Information
- 14.** BOB reserves the right, in its sole discretion, to reject any and all proposals made by the Receiving Party with regard to the Transaction and to terminate discussions and negotiations with the Receiving Party, at any time. Without limiting the scope of the preceding sentence, nothing in this Undertaking (i) requires either the IP or BOB to enter into the Transaction or to negotiate such Transaction for any specified period of time or (ii) requires and/or BOB to enter into an agreement or an understanding or prohibits and/or BOB from entering into any agreement or understanding, for proceeding with the Transaction with any other Person.

- 15.** The Receiving Party shall not deal (except in the ordinary course of the business) with any officer, director, or employee of NBL regarding the business, operations, prospects, or finances of NBL, without TA's and/or BOB's express written consent, unless otherwise agreed to in an executed transaction document entered into in connection with the IP's purchase of the Stake in NBL. It is understood that TA will arrange for appropriate contacts for due diligence purposes in connection with the Transaction. Unless otherwise agreed to by TA in writing (i) all communications regarding any possible transaction, (ii) any requests for additional information, (iii) any requests for management meetings, and (iv) any queries regarding the Transaction, will be directed exclusively to TA. However, if the Receiving Party is called upon by BOB for some discussion, the Receiving Party will inform TA with respect to such meetings.
- 16.** The IP understands, acknowledges, and agrees that BOB and NBL retain the right to determine, in its sole discretion, the information, properties and personnel of NBL, that they wish to make available to the Receiving Party and the Disclosing Party does not make any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information and shall have no liability to the Receiving Party resulting from their use of the Confidential Information. The IP also agrees that if it determines to proceed with the Transaction, its determination will be based solely on the terms of a definitive transaction document and on its own investigation, analysis, and assessment of its investment and the Transaction. Moreover, unless and until such a definitive written transaction document is entered into, neither BOB nor the IP is under any legal obligation of any kind with respect to the Transaction except for the matters specifically agreed to in this Undertaking or in another written and duly executed agreement.
- 17.** The IP agrees to indemnify and hold TA, NBL and BOB harmless from any and all damages (other than remote and indirect damages), loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by the Receiving Party of the Confidential Information or other violation of this Undertaking by the IP and/or any Receiving Party. In addition, the IP acknowledges that any of the foregoing acts or violation will cause the Disclosing Party irreparable harm for which an award of money, damages (whether pursuant to the foregoing sentence or otherwise) may be inadequate. The IP therefore agrees that, in the event of any breach or threatened breach of this Undertaking, TA, NBL and/or BOB will

also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Undertaking but

will be in addition to all other remedies available at law or equity to TA, NBL and/or BOB.

- 18.** The IP agrees that no failure or delay by BOB, NBL and/or TA in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereto.
- 19.** The IP understands, acknowledges, and agrees that TA, NBL and BOB are beneficiaries under this Undertaking. The IP further agrees that TA, NBL and BOB will be entitled to enforce, either individually or jointly, the obligations imposed on the Receiving Party under this Undertaking. In case of a Consortium, it is agreed that the Lead Member shall be liable for a breach of this Undertaking by any member of Consortium.
- 20.** The terms of this Undertaking may be varied only with each Party's prior written agreement. This Undertaking shall be effective as of the date first above given on the first page of this Undertaking.
- 21.** This Undertaking shall be governed by and construed in accordance with the substantive laws of India without giving effect to its conflict of law principles.
- 22.** The Parties shall make good faith efforts to resolve any disputes arising in connection with the confidentiality obligations contained herein through negotiation. In case no settlement can be reached within thirty (30) days of one of the party's receipt of a written notice of dispute from the other party, such disputes shall be finally settled in accordance with the Arbitration and Conciliation Act, 1996 or any modification or re- enactment thereof, which may be in force in India. The venue of arbitration shall be Mumbai and the Arbitration shall be conducted in English language only.
- 23.** All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by postage prepaid, registered mail or courier under certificate of posting or facsimile as follows:

If notice is to
BOB: Attn:
[Name]
[Designation]
[Address]

If notice is to TA:
Attn: [Name]
[Address]

If notice is to NBL:
Attn: [Name]
[Address]

If the notice is to the Bidder: Attn:
(Name and Address)
(Fax)

Any of the parties to this Undertaking, i.e. IP or BOB, NBL or TA may change its address by a notice given to the other in the manner set forth above. All notices and other communications shall be deemed to have been duly given (i) on the expiry of 7 (seven) days after posting, if transmitted by postage prepaid, registered mail or courier under certificate of posting or (ii) on the date immediately after the date of transmission with confirmed answer back if transmitted by telex, cable or facsimile whichever shall first occur.

IN WITNESS WHEREOF, this Undertaking has been executed by the duly authorized representative of the IP on the date and year first hereinabove written.

(Name of Sole Bidder)

By: __
Name: __
Designation: __

Witnessed by: __
Name: __
Address:

(Name of Lead Consortium Member)

By: __
Name: __
Designation:

Witnessed by:
Name: __
Address:

(Name of Consortium Member)

By: _

Name: _

Designation:

Witnessed by:

Name: _

Address: _____

ANNEXURE VI
POWER OF ATTORNEY FOR LEAD MEMBER OF THE CONSORTIUM

Power of Attorney for signing of EoI

To all to whom these presents shall come, we [●] (Name of the entity) having our registered office at [●] (address of the registered office) do hereby exclusively, unconditionally and irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name) [●] son/daughter/wife of [●] presently residing at [●], who is presently employed with (us/the Lead Member of our Consortium) and holding the position of [●], as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do, execute, and perform in our name and on our behalf all such acts, agreements (with or without any amendments or modifications), deeds, matters and things as are necessary or required in connection with or incidental to submission of our application to bring in strategic partner in NBL Limited (“**NBL**”) (the “**Transaction**”), including but not limited to, signing and submission of the EoI, request for qualification, affidavits, applications and other documents and writings, as may be required from time to time, participate in pre-bid and other conferences and providing information/ responses to BOB/TA and generally dealing with TA/NBL/BOB in all matters in connection therewith or relating thereto or arising out of the foregoing.

AND we hereby agree to ratify and confirm, and do hereby ratify and confirm, all acts, deeds and things done or caused to be done by the Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney; and we do hereby confirm that all acts, deeds and things done by the Attorney in exercise of the powers hereby conferred and shall always be deemed to have been done by us concerning or touching these presents as fully and effectually as if we were present and had done, performed or executed the same ourselves.

All the terms used herein but not defined shall have the meaning ascribed to such terms in the PIM/Invitation for EoI dated [●] inviting expressions of interest for the Transaction.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●]

[●]

[●]

(Signature, name, designation, and address) In the presence of:

1.

2.

Accepted

Name, Title, and Address of the Attorney) (To be duly notarized/ apostilled as relevant)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The power of attorney shall be appropriately stamped and notarized. The Non-Judicial Stamp Paper and notarization shall be at the place where the POA is being executed. Stamp Duty to be paid shall be as per the requirement of applicable law including the stamping requirements in the state where it is being executed. For e.g.: the stamp duty payable on a POA in Delhi is INR 50.
2. The IP should submit for verification, the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the IP
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by IPs from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate

**ANNEXURE VII
FORMAT FOR CONSORTIUM AGREEMENT**

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarized)

(To be submitted by the Lead Member of Consortium on behalf of itself and other members of Consortium submitting the EoI)

This Consortium Agreement ("**Agreement**") executed on this [●] day of [●] Two thousand [●] between

1. M/s [●] [**insert name of Lead Member**], a limited liability partnership or Fund or a Banking Company or a NBFC incorporated under the laws of [●] and having its Registered/Principal Office at [●] (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns);
2. M/s [●], a limited liability partnership or Company or Fund incorporated under the laws of [●] and having its Registered Office at [●] (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns);
3. M/s [●], a limited liability partnership or Company or Fund incorporated under the laws of [●] and having its Registered Office at [●] (hereinafter called the "**Member-3**", which expression shall include its successors, executors and permitted assigns); and
4. M/s [●], a limited liability partnership or Company or Fund incorporated under the laws of [●] and having its Registered Office at [●] (hereinafter called the "**Member-4**", which expression shall include its successors, executors and permitted assigns),

for the purpose of submitting the response to the Preliminary Information Memorandum and Invitation for EoI dated [●] ("**PIM**") inviting Expression of Interest to bring in strategic partner in NBL Limited ("**NBL**")

WHEREAS each member individually shall be referred to as the "**Member**" and all of the members shall be collectively referred to as the "**Members**" in this Agreement.

WHEREAS the Instructions for submitting EoI as per PIM/Invitation for EoI stipulates that in case EoI is being submitted by a Consortium of bidders, the Members of Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by BOB.

All the terms used in capitals in this Agreement but not defined herein shall have the meaning as ascribed thereto under the PIM/Invitation for EoI.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s [●]), shall act as the Lead Member as defined in the PIM/Invitation for EoI for self and agent for and on behalf of Member-2, M/s [●], Member-3 M/s [●] Member-4 M/s [●] and to submit the EoI;

We have formed Consortium comprising of [●] members as follows

2. :
 1. [●] (Insert name)/ [●]% ([●]percent) of Shareholding in the Consortium (the **'Lead Member'**)
 2. [●] (Insert name)/ [●]% ([●]percent) of Shareholding in the Consortium
 3. [●] (Insert name)/ [●]% ([●]percent) of Shareholding in the Consortium
 4. [●] (Insert name)/ [●]% ([●]percent) of Shareholding in the Consortium

We acknowledge and agree that the Lead Member of Consortium shall have a minimum equity contribution of 40% (forty percent) in the Consortium and no member of the Consortium, who is not a Lead Member, should have a contribution less than 10% (ten percent).

We further acknowledge and undertake that on being adjudged as the Successful Bidder,

- (i) we, may either at our discretion or if required by RBI, shall incorporate an investment vehicle, either in India or overseas (the **'Investment Vehicle'**) for the purposes of consummation of the Transaction having the shareholding equivalent to the participating interest of each of the members in the Consortium; and
- (ii) the Investment Vehicle, so incorporated by the Successful Bidder, would be subject the assessment by RBI and/or BOB on its 'Fit & Proper' assessment; and
- (iii) we shall not enter into or execute any shareholders'/joint venture agreement for exercise of any special rights by any member of the Consortium, at the board or shareholders' level, in the functioning and operations of NBL. The functioning and operations of NBL shall be governed and managed by the board of NBL in accordance with the extant RBI directions/guidelines/regulations, each as amended from time to time; and
 - (A) we shall be subject to the final assessment of 'Fit & Proper' assessment by RBI and/or BOB. Further, we shall ensure that a member and its Associate Companies, other than the Lead Member, should not have a shareholding, in

the aggregate, equal to or greater than the Lead Member in the Investment Vehicle/Consortium.

3. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. The Lead Member of the Consortium shall be jointly and severally responsible and liable for the Consortium to fulfill all of its obligations in respect of the EOI and, on being adjudged the Successful Bidder, to consummate the Transaction. It is clarified that the liability of the non-Lead Members shall be limited to extent of their proportional contribution in the shareholding of the Consortium at the time of the EOI submission or changes if any, of the bids at RFP stage. It is further clarified that there is no limitation on the liability of the Lead Member.
6. We hereby agree and undertake that we shall submit the F&P Assessment Documents for each member of the Consortium in accordance with the requirements and stipulations specified under the RBI's "Master Directions on Prior Approval for Acquisition of Shares and Voting Rights in Private Sector Banks: Directions, 2015 dated November 19, 2015", each as amended from time to time.
7. We hereby confirm and undertake that any change/modification in the respect of the facts or contents mentioned under the F&P Assessment Documents, as the case may be, till the consummation of the Transaction, shall be forthwith brought to the notice of TA/BOB and all documents in respect of such change/modification shall be submitted by us for re-assessment of such F&P Assessment Documents for the 'Fit and Proper' assessment by the RBI and/or BOB, as the case may be.
8. We certify that in the event we are adjudged as the Successful Bidder, we shall continue the business of the NBL in its entirety as being conducted as on the completion of the Transaction on a going concern basis and shall ensure compliance to the terms and conditions of the SPA to be executed for the consummation of the Transaction.
9. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with any authority or persons as required in order to obtain all the statutory and regulatory approvals towards consummation of this Transaction.

- 10.** In case of any breach of commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
- 11.** It is agreed that sharing of responsibilities as aforesaid shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 12.** This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Mumbai, India alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
- 13.** It is further expressly agreed that the Agreement shall be irrevocable and shall remain valid until the expiration or early revocation/termination of the terms thereof, unless expressly agreed to the contrary by BOB.
- 14.** The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the members respectively from time to time in EoI.
- 15.** It is hereby expressly understood between the members that no member at any given point of time, may assign or delegate its rights, duties, or obligations under the EoI except with prior written consent of BOB.
- 16.** We acknowledge that the TA/BOB/NBL reserves the right to verify all statements, information and documents submitted by the IPs/ any member of Consortium in response to the PIM/Invitation for EoI, or the EoI process and the IPs/ any member of Consortium shall, when so required by BOB / TA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by BOB / TA shall not relieve the IP/any member of Consortium of its obligations or liabilities hereunder nor will it affect any rights of BOB thereunder.

17. We agree that each member of the Consortium shall independently evaluate and ensure that they are permitted to participate in the Transaction pursuant to the applicable laws and to the extent they propose to participate.
18. We acknowledge and undertake that the Lead Member of the Consortium shall be jointly and severally responsible for indemnifying TA/BOB/NBL and or their respective consultants, agents, officials, advisors, and employees, against any cost, loss or damages incurred/suffered by the TA/BOB/NBL and or their respective consultants, agents, officials, advisors, and employees in connection with the Transaction.
19. We agree that, if applicable in terms of the extant RBI directions/guidelines/regulations, each as amended from time to time, we shall on being adjudged the Successful Bidder, shall establish a Non-Operative Financial Holding Company (“NOFHC”) in accordance with the ‘Guidelines for licensing of New Banks in the Private Sector’ dated February 22, 2013 and ‘Guidelines for ‘on tap’ licensing of Universal Banks in the Private Sector’ on August 1, 2016, towards consummation of the Transaction.
20. This Agreement:
 - i) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding, and enforceable obligation of each such Member;
 - ii) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - iii) may not be amended or modified except in writing signed by each of the members and with prior written consent of BOB.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s [●] [**Member 1**] [●]
 (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])

Witnesses:

- i) Signature _____
 Name:
 Address:

ii) Signature _____
Name:
Address:

For M/s [●] [**Member 2**] [●]
(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])

Witnesses:

i) Signature _____
Name:
Address:

ii) Signature _____
Name:
Address:

For M/s [●] [**Member 3**] [●] (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])

Witnesses:

i) Signature _____
Name:
Address:

ii) Signature _____
Name:
Address:

For M/s [●] [**Member 4**] [●] (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])

Witnesses:

i) Signature _____
Name:
Address:

ii) Signature _____
Name:
Address:

[Signature and stamp of Notary of the place of execution]

Important Instructions:

For the Consortium agreement executed and issued overseas, instead of notarization, the document should either carry a conforming Apostille certificate or it should be legalized by applicable procedure in respective jurisdiction before submission. Also, the document shall be stamped by the local authority in India with appropriate stamp duty paid, before submission, in any event within the specified timeframe as per applicable laws

ANNEXURE VIII

Declaration / disclosure on order/ pending investigation /proceedings by any Court/ regulatory authority/SFIO/ NCLT/ NCLAT

(To be submitted on the letterhead of the sole IPs /each member of the Consortium submitting the EoI)

DECLARATION

- A. Details of the Interested Party (IP) (sole bidder / Consortium members, as applicable) and its Affiliate (only in case IP is taking benefit of financial strength of such Affiliate):

Table - 1

Name of the IP/ member of Consortium (% of shares/ interest)	Nature of the IP (whether Company, LLP, partnership firm, funds, etc)	Country (or jurisdiction) where registered	Registration Number & Date of Registration	Address of Registered Office, Regional offices and address for correspondence with telephone No.	Previous name(s), if any (since incorporation, if applicable)	Significant Beneficial Owner*

* Please enclose a chart depicting the link between the QIP and the Significant Beneficial Owners / companies/ organisations along with their details as in Table-2 and Table-3 below.

Note:

Significant Beneficial Owners:

1. The terms “significant influence”, “majority stake” and “Significant Beneficial Owner” shall have the same meaning as defined in Companies (Significant Beneficial Owners) Rules, 2018 (as amended).
2. The term “control” shall have the same meaning as defined in the Companies Act, 2013 (as amended).
3. The term “body corporate”, in case of a company, shall have the same meaning as

defined in the Companies Act, 2013, (as amended), and that, in case of a limited liability partnership company shall have the same meaning as defined in the Limited Liability Partnership Act, 2008 (as amended).

B. Details in respect of Controlling Shareholder(s)/partners /Directors/Key Managerial Persons/ Equivalent Persons of IP (sole bidder / Consortium members, as applicable) and its Affiliate (only in case IP is taking benefit of financial strength of such Affiliate):

Table - 2

Full Name of Directors/Key Managerial Persons/ Equivalent Persons	Present Position held with date (since when)	% of shares or other interest held in the Interested Party	Date of birth	Present address & Permanent Address and telephone numbers.	Nationality (If holding multiple nationalities mention all)	Unique ID number of the country of residence	Passport Nos. and date & place of issue (any other evidence of date of birth, in other cases)

C. Details of the shareholders/interest-holders/ members of QIP (All companies/ entities/ firms/individuals holding more than 10% share/10% voting right/ receiving more than 10% of the distributable dividend/ otherwise exercise significant influence)

Table-3

Sl	Ful	% of	Pres	Unique	Address -	In case	In case of individuals
----	-----	------	------	--------	-----------	---------	------------------------

S. No.	Name	Shares/ interest held in the QIP	ent position held, if any, in the QIP	ID Number of each country of residence and citizenship, in case of individual, or Registration no. & date of registration in case of company, LLP, fund, etc	Present and Permanent Address (in case of individuals), and - Registered address & address for correspondence (in case of company, LLP, Fund etc) with telephone No.	of a company, LLP, partnership firm, funds, etc., Country (or jurisdiction) of registration	Parent- age (name of father/ mother)	Nationality (If holding multiple nationalities, all must be mentioned)	Passport No. and place and date of issue (any other evidence of date of birth, in other cases)

***Notes:**

1. Where EOI is filed by a QIP (sole bidder / Consortium members, as applicable), which itself satisfies Eligibility Criteria; above details have to be submitted in relation to QIP only (In Table-1, Table-2 & Table-3 and details of Investment Vehicle (IV), if any).
2. Where EOI is filed by a QIP (sole bidder / Consortium members, as applicable), which satisfies Eligibility Criteria on the strength of its Parent Company, above details have to be submitted for the QIP (In Table-1, Table-2 & Table-3 and details of IV, if any) as well as for the Parent Company (In Table-1, Table-2 & Table- 3).
3. Where the QIP (sole bidder / Consortium members, as applicable) is a fund, above details have to be submitted for such Fund as well as for all persons, who are in control of such fund, including the trustees and sponsors.
4. If the QIP (sole bidder / Consortium members, as applicable) forms a IV prior to

submission of the financial bid, above details are to be submitted for such IV also (In Table-1, Table-2 & Table-3).

5. *Where the QIP (sole bidder / Consortium members, as applicable) is an LLP, above details to be also submitted for all persons exercising significant influence and/ or control over the affairs of LLP or holding majority stake in the LLP or who are significant beneficial owners of the LLP (In Table-1, Table-2 & Table-3).*
1. This is with reference to the Preliminary Information Memorandum and Invitation for EoI dated [●] (“**PIM**”) for bringing in Strategic Partner in NBL
2. Being duly authorized to represent and act on behalf of [●], IP or as Lead member to represent the Consortium (who is the interested party (“**IP**”) for this expression of interest (“**EoI**”), and having reviewed and fully understood all of the requirements and information provided as a part of the bidding process and without prejudice to the other requirements under the PIM/Invitation for EoI, we confirm and undertake as follows:
 - 2.1 We certify that the IP (sole bidder or any member of Consortium, as applicable) or its Controlling Shareholder(s)/partners (in case IP or Affiliate includes an LLP) or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP/Affiliate, its Controlling Shareholder(s)/partners (in case IP or Affiliate includes an LLP) /entities controlled by the IPs/directors / key managerial persons / equivalent persons is not convicted by any court of law, indicted, or has any adverse order been passed against it by a regulatory authority/ NCLT/ NCLAT which would cast a doubt on its ability to close the transaction or manage the Companies when it is disinvested or which related to a grave offence that outrages the moral sense of the community.
 - 2.2 We enclose herewith the details of adverse order/ investigation /proceedings by any Court/ regulatory authority/SFIO/ NCLT/ NCLAT, if decided against the IP (sole bidder or any member of Consortium, as applicable) or its Controlling Shareholder(s)/partners (in case IP or Affiliate includes an LLP) or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP/Affiliate, its Controlling Shareholder(s)/partners (in case IP or Affiliate includes an LLP) /entities controlled by the IPs/directors / key managerial persons / equivalent persons, would cast a doubt on IPs ability to close the transaction or manage the Companies when it is disinvested or which related to a grave offence that outrages the moral sense of the community.

2.3 We also undertake that in case any such proceeding is initiated subsequent to the submission of the above in EoI/ Financial Bid till closing of the transaction, IP shall submit the full details immediately to the TA.

3. We certify that no adverse order/ proceedings pending relating to winding up/insolvency/liquidation proceedings, striking off under section 248 of the Companies Act, 2013, or other proceedings of a similar nature against the IP (sole bidder or any member of Consortium, as applicable) and/or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate).

Or

In case any such adverse order/proceedings are pending, the details of the same should be submitted.

4. We also undertake that in case any such proceeding is initiated, subsequent to the submission of the above in EoI/ Financial Bid till closing of the transaction, IP shall submit the full details immediately to the TA.

5. We certify that there are no adverse remarks of auditors about the ability of IP (sole bidder or any member of Consortium, as applicable) or our Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or our Affiliate's Controlling Shareholder(s)/partners (in case the IP or Affiliate includes an LLP) as per auditors' report in subsequent years.

or

We enclose herewith the details of adverse remarks of auditors about the ability of IP (sole bidder or any member of Consortium, as applicable) or our Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or our Affiliate's Controlling Shareholder(s)/partners (in case the IP or Affiliate includes an LLP) as per auditors' report in subsequent years.

6. We also undertake that in case any such adverse remarks of auditor, subsequent to the submission of the above in EoI/ Financial Bid till closing of the transaction, IP shall submit the full details immediately to the TA.

7. We certify that no default committed by us (sole bidder or any member of Consortium, as applicable) or our Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or our Affiliate's Controlling Shareholder(s)/partners (in case the IP or Affiliate includes an LLP) in the matters of repayment of debentures/ deposits/ under section 71, 73-76 of the Companies Act, 2013.

or

We enclose herewith the details of default committed by us (sole bidder or any member of Consortium, as applicable) or our Affiliate (only in case IP is taking

benefit of financial strength of such Affiliate) or our Affiliate's Controlling Shareholder(s)/partners (in case the IP or Affiliate includes an LLP) in the matters of repayment of debentures/ deposits/ under section 71, 73-76 of the Companies Act, 2013.

7. We also undertake that in case any default in the matters of repayment of debentures/ deposits/ under section 71, 73-76 of the Companies Act, 2013, subsequent to the submission of the above in EoI/ Financial Bid till closing of the transaction, IP shall submit the full details immediately to the TA.
8. We certify that no convictions / proceedings pending before any Court under section 447 of the Companies Act, 2013 / section 30 of LLP Act, 2008 against the IP (sole bidder or any member of Consortium, as applicable) or its Controlling Shareholder(s)/partners (in case IP or Affiliate includes an LLP) or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP/Affiliate, its Controlling Shareholder(s)/partners (in case IP or Affiliate includes an LLP) or its/ their directors, promoters, designated partners.

Or

We enclose herewith the details of convictions / proceedings pending before any Court under section 447 of the Companies Act, 2013 / section 30 of LLP Act, 2008 against the IP (sole bidder or any member of Consortium, as applicable) or its Controlling Shareholder(s)/partners (in case IP or Affiliate includes an LLP) or Affiliate (only in case IP is taking benefit of financial strength of such Affiliate) or with respect to such IP/Affiliate, its Controlling Shareholder(s)/partners (in case IP or Affiliate includes an LLP) or its/ their directors, promoters, designated partners.

9. We also undertake that in case any such convictions / proceedings before any Court under section 447 of the Companies Act, 2013 / section 30 of LLP Act, 2008, subsequent to the submission of the above in EoI/ Financial Bid till closing of the transaction, IP shall submit the full details immediately to the TA.

Thank you.

Yours sincerely,

For and on behalf of: (name of the IP / in case of Consortium, the Lead Member)

Signature: (Authorised Signatory of the IP / in case of Consortium, the Lead Member)

Name of the Person: [●]

Designation: [●]

The letter should also be counter signed on each page by Authorised Signatory of all the members of the Consortium

ⁱ As defined by the RBI

ⁱⁱ *Equity contribution of owners. The basic approach of capital adequacy framework is that a bank should have sufficient capital to provide a stable resource to absorb any losses arising from the risks in its business. Capital is divided into different tiers according to the characteristics / qualities of each qualifying instrument. For supervisory purposes capital is split into two categories: Tier I and Tier II*

ⁱⁱⁱ **CRR (Cash Reserve Ratio):** *Every bank shall maintain in India by way of cash reserve, a sum equivalent to such percent of the total of its Net Demand and Time Liabilities (NDTL) in India, in such manner and for such dates, as the Reserve Bank in terms of Section 42(1) of the RBI Act, 1934 and Section 18(1) of BR Act, 1949 [including provisions of Section 18 (1) of the BR Act as applicable to cooperative banks], may specify, by notification in the Official Gazette, from time to time having regard to the needs of securing the monetary stability in the country.*

SLR (Statutory Liquidity Ratio): *Every bank, in addition to the cash reserves which it is required to maintain under these Directions, shall maintain in India, assets, the value of which shall not be less than such percentage not exceeding forty per cent of the total of its demand and time liabilities in India as on the last Friday of the second preceding fortnight as the Reserve Bank may, by notification in the Official Gazette, specify from time to time and such assets shall be maintained in such form and such manner, as may be specified in such notification.*

LCR (Liquidity Coverage Ratio): *As part of post Global Financial Crisis (GFC) reforms, Basel Committee on Banking Supervision (BCBS) had introduced Liquidity Coverage Ratio (LCR), which requires banks to maintain High Quality Liquid Assets (HQLAs) to meet 30 days net outgo under stressed conditions. Further, as per Banking Regulation Act, 1949, the banks in India are required to hold liquid assets to maintain Statutory Liquidity Ratio (SLR).*

^{iv} *AUM includes on-balance sheet loan portfolio and off-balance sheet portfolio. Off-balance sheet portfolio includes securitized / assigned portfolio and portfolio originated under business correspondence operations*

^v *As per Master Directions on Interest Rate on Deposits issued vide DBR.Dir.No.84/13.03.00/2015-16 dated March 03, 2016, Bulk deposit means "Single Rupee term deposits of Rupees two crore and above for Scheduled commercial Banks (excluding Regional Rural banks) and Small Finance Banks"*

^{vi} *Current Account and Savings Account*

^{vii} *As defined by the Reserve Bank of India*

^{viii} *ANBC is the net bank credit plus investments made by banks in non-SLR bonds held in the held-to-maturity category or credit equivalent amount of off-balance-sheet exposure, whichever is higher*

^{ix} *Ratio of Gross NPA to Gross Advances*

^x *Ratio of Net NPA to Net Advances*

^{xi} *Ratio of Provisions for NPAs to Gross NPAs*

^{xii} *Refer Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances (Master Circular No. DBOD.BP.BC.12/21.04.048/2007-2008 dated July 2, 2007) issued by the RBI*

^{xiii} *Special Mention Account ("SMA") is an account which is exhibiting signs of incipient stress resulting in the borrower defaulting in timely servicing of her debt obligations, though the account has not yet been classified as NPA as per the extant RBI guidelines*

^{xiv} *Ratio of Operating expenses to difference of Total Income and interest paid*

^{xv} *Operating profit is defined as total earnings less total expenses, excluding provisions and contingencies*

^{xvi} *Net interest margin is defined as the total interest earned less total interest paid; Yield on Advances is defined as the ratio of interest income to average advances*