

**NOTICE INVITING EXPRESSION OF INTEREST FOR PURCHASE OF FINANCIAL ASSETS/NPAs
THROUGH ASSIGNMENT**

Tourism Finance Corporation of India Limited (TFCI) invites Expressions of Interest from interested Asset Reconstruction Companies(ARCs)/NBFCs/other eligible entities in terms of SARFAESI Act, 2002 for purchase of Non-Performing Assets through assignment on “All Cash (without recourse) Basis” and on “As Is Where Is and Whatever Is There Is Basis”. Particulars of the same may be obtained from sanjay.behari@tfcilttd.com and/or a.balaji@tfcilttd.com after executing the [Non-Disclosure Undertaking](#) as per format attached, which may be mailed at the above email addresses duly filled up and signed by the authorised official of the ARC/NBFC/eligible entity.

NON-DISCLOSURE AGREEMENT

This NON- DISCLOSURE AGREEMENT (this “*Agreement*”) is made and entered on ____ day of ____, 2024, by ----- (the Receiving Party or “-----”) and between Tourism Finance Corporation of India Ltd. having its registered office at Tower 1, NBCC Plaza, Pushp Vihar, Sector 5, Saket, New Delhi – 110 017 (the Disclosing Party or “TFCI”) . The _____ and TFCI may each be referred to herein as a “Party,” and collectively, as the “Parties.”

The Parties have expressed interest in a possible business relationship. Each Party is willing to disclose Confidential Information (as defined below) of such Party (the “*Disclosing Party*”) to the other Party (the “*Receiving Party*”) in order to enable the Receiving Party to conduct the due diligence of NPA Account held by TFCI (the “*Purpose*”). As a condition to, and in consideration of, the Parties furnishing each other Confidential Information, the Parties agree as follows:

1. **Confidential Information.** For purposes of this Agreement, “*Confidential Information*” means all information that is provided or made available by or on behalf of the Disclosing Party to the Receiving Party in connection with the Purpose, whether or not labelled as confidential and regardless of the form of the information or the manner in which it is furnished to or otherwise obtained by the Receiving Party or any director, employee, agent, lender, advisor or other representative (each, a “*Representative*,” and collectively the “*Representatives*”) of the Receiving Party, including, without limitation, (a) all non-public personal information regarding customers, consumers or employees of the Disclosing Party and its affiliates that may be disclosed under this Agreement (“*Consumer Information*”), (b) the terms of this Agreement or any subsequent agreement concerning the Purpose, (c) the fact, nature or status of any discussions between the Parties, or (d) any other facts or information with respect to the nature, terms or status of the Purpose or generally about the business of the Disclosing Party. The term “*Confidential Information*” also includes all reports, analyses, notes or other information containing any Confidential Information. Confidential Information shall not include information that: (i) is or has become generally known to the public through no act or omission of the Receiving Party; (ii) was already known by, or is or becomes lawfully available to, the Receiving Party from a third party who is not prohibited from disclosing the Confidential Information to the Receiving Party; or (iii) was independently developed by the Receiving Party without any reliance on the Confidential Information.

2. **Confidentiality Obligations.**

(a) The Receiving Party shall maintain in strict confidence the Confidential Information, exercising no less than a commercially reasonable standard of care, and will use the Confidential Information solely for the Purpose. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose any Confidential Information to any person other than the Receiving Party’s Representatives who are assisting in the Purpose and who reasonably need to know the Confidential Information. Such persons shall be advised by the Receiving Party of the confidential nature of the Confidential Information. The Receiving Party shall be liable for any violations of this Agreement by any of its Representatives.

(b) The Receiving Party agrees to notify the Disclosing Party in writing of any actual or suspected breach of this Agreement, including, without limitation, any misuse, misappropriation or unauthorized disclosure of the Confidential Information that comes to the attention of the Receiving Party or any of its Representatives.

(c) To the extent that the Receiving Party or any of its Representatives receives any Consumer Information, it shall: (i) collect, use, disclose, protect and keep confidential all such Consumer Information in accordance with all applicable state and central privacy laws, rules and regulations and (ii) have, for so long as it retains any such Consumer Information, adequate administrative, technical and physical safeguards to ensure the security and confidentiality of all such Consumer Information, protect against any anticipated threats to the security or integrity of all such

Consumer Information and protect against unauthorized access to or use of all such Consumer Information.

3. **Disclosures Required by Law.** If the Receiving Party is required by law, regulation or court order to disclose any Confidential Information, the Receiving Party shall promptly, to the fullest extent legally permitted, notify the Disclosing Party of such requirement prior to such disclosure (where permitted under applicable law) in order to permit the Disclosing Party to seek a protective order, take other appropriate action or waive the Receiving Party's compliance with the provisions of this Agreement. If, in the absence of a protective order, the Receiving Party is, in the opinion of the Receiving Party's counsel, compelled as a matter of law to disclose any Confidential Information, then the Receiving Party may disclose only such portions of the Confidential Information that is required to be disclosed without violating this Agreement; provided, however, that the Receiving Party uses commercially reasonable and legally permitted efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information disclosed.

4. **Term.** This Agreement shall remain in effect for one (1) years from the last exchange of Confidential Information hereunder; provided that the Receiving Party's obligations with respect to the Disclosing Party's Confidential Information shall survive thereafter until such information ceases to be "Confidential Information" pursuant to Section 1 above.

5. **Return or Destruction of Materials.** Upon the Disclosing Party's request, the Receiving Party shall return and/or destroy all Confidential Information (including all notes, summaries and other work product containing the Confidential Information) in the possession or control of the Receiving Party, and certify compliance with this provision in writing.

6. **No Representations.** The Disclosing Party makes no representation or warranty whatsoever, express or implied, with respect to the content, completeness or accuracy of the Confidential Information. The Disclosing Party will have no liability to the Receiving Party resulting from use of the Confidential Information by the Receiving Party and shall have no obligation to provide, supplement or update any Confidential Information.

7. **No Rights Granted.** All Confidential Information is and shall remain the exclusive property of the Disclosing Party. All Confidential Information disclosed hereunder is being received subject to the ownership rights of the Disclosing Party in such Confidential Information and, further, subject to all relevant intellectual property and/or proprietary rights of the Disclosing Party. Nothing in this Agreement is intended to grant any rights to either Party under any intellectual property rights of the other Party.

8. **Remedies.** Due to the unique nature of the Confidential Information, any breach or threatened breach of this Agreement may cause irreparable injury to the other Party for which monetary damages may be inadequate, entitling the other Party to seek injunctive relief in addition to any other remedies available in equity, at law or otherwise.

9. **Miscellaneous.** (a) **Governing Law.** This Agreement shall be governed by the laws of the India and be subject to the exclusive jurisdiction of competent courts in Delhi. (b) **Assignment.** This Agreement is binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Party. (c) **Severability.** If any provisions of this Agreement are held to be void or unenforceable, the remaining provisions shall continue to be valid and shall be replaced with valid and enforceable provisions that most nearly approximate their original intent. (d) **Waiver.** No waiver by either Party of any provision of this Agreement is a waiver of any other provision or of any subsequent breach by such Party of the same or any other provision. (e) **Notice.** All notices required or permitted hereunder shall be in writing and addressed to each Party at its address set forth herein (or to such other address as such Party may designate to the other Party in writing). Any notice will be delivered by hand or by commercial overnight delivery. (f) **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and

replaces and supersedes any prior agreements or understandings of any kind. (g) Amendment. No amendment or modification to this Agreement shall be valid unless agreed to in a writing signed by both Parties. (h) Construction. This Agreement shall be construed as if both Parties equally participated in its drafting and shall not be construed against its drafter. (i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Electronic, facsimile and .pdf signatures shall be deemed to be originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

“ _____ ”

“TFCI”

By:

By:

Name:

Name: Shri Rudra Nath Jha

Title:

Title: Vice President - Legal

Address:

Address: 4th Floor, NBCC Plaza, Pushp Vihar, Sector 5
Saket, New Delhi- 110017