



Introduction

1. Sammaan Capital Limited (“SCL”), a Non-Banking Finance Company (NBFC), invites counter bids from interested parties/bidders (“**Interested Bidder(s)**” or “**Challenger Bidder(s)**”), to acquire the brand “**INDIABULLS**” as more particularly set out in Schedule I (the “**Asset**”), through the “**Swiss Challenge Method**”, against the base bid offer in hand of Rs. 7,25,00,000/- (Rupees Seven Crore Twenty Five Lakh only) (“**Base Bid**”) from Dhani Services Limited (the “**Base Bidder**”). The Base Bidder will have the right to match the highest counter bid or to bid higher than the highest counter bid (“**Challenger Bid**”). This bid document (“**Bid Document**”) sets out the details of the Asset and outlines the instructions, terms and conditions governing the process for submission and evaluation of counter bids, including the inspection mechanism and the mechanism for matching by the Interested Bidder (hereinafter referred to as the “**Bidding Process**”).

Name of the Seller	Nature of Asset	Offer in Hand	Terms of Sale
Sammaan Capital Limited	Intangible Asset – Trademarks and Copyright (INDIABULLS)	Rs. 7,25,00,000/- (Rupees Seven Crore Twenty Five Lakh only)	100% cash basis

2. The sale of the Asset by SCL shall be conducted on an “**AS IS, WHERE IS**” basis, without any recourse to SCL. The Asset shall be transferred to the Interested Bidder whose bid is accepted by SCL as the final highest bid in accordance with the terms of this Bid Document, and who is declared by SCL as the successful bidder entitled to acquire the Asset on the terms and conditions set forth herein (“**Winning Bidder**”) upon execution of the requisite agreements and receipt of the entire consideration amount in full and in cash.
3. SCL reserves the right to accept/reject the bid of the highest bidder in its sole discretion.

Expression of Interest (“EoI”)

4. Interested Bidders who wish to participate in the Bidding Process are invited to communicate their intent by submitting an Expression of Interest (EoI). The EoI should be submitted in the prescribed format attached as **Annexure A**, and must fully comply with the requirements outlined therein.
5. Each Interested Bidder is required to execute and submit a Non-Disclosure Agreement (NDA) (provided in **Annexure B**) to ensure confidentiality of the process. The EoI and the signed NDA must be sent by email (refer to the contact at Sr.32) within the timeframe specified at Sr.31.
6. SCL shall not be liable/responsible, under any circumstances, for any non-receipt or delays in delivery of the EoI documents. The sole responsibility for ensuring timely and complete delivery of the EoI documents shall rest with the Interested Bidders.
7. Upon receipt of the EoI and supporting documents within the specified timelines, SCL shall verify the EoI and accordingly send an acceptance of EoI to the Interested Bidder’s e-mail ID as provided by the Interested Bidder in their EoI. Such acceptance shall merely confirm the submission of EoI and supporting documents and shall not be construed as confirmation of the validity or correctness of the EoI with the terms and conditions of the bidding process. SCL reserves the right to reject the EoI submission at its sole discretion, without assigning any reason whatsoever.

8. SCL's issuance of acceptance of EoI does not, in any manner, constitute acceptance of the Interested Bidder's bid or create any binding obligations on SCL. The final eligibility of the Interested Bidder to participate in the subsequent stages of the Bidding Process shall be determined solely in accordance with the terms of this Bid Document and the applicable timelines as per Sr. No. 31.
9. After sending the acceptance of EoI to the Interested Bidders, SCL will grant access to a Virtual Data Room (VDR) or any other electronic means as per timeline mentioned under Sr. No. 31 to facilitate due diligence and allow Interested Bidders to review relevant records associated with the Asset. Access to the VDR will only be provided after verification of EoI submission.
10. The document will be accessible for a period of three (3) days. During this period, Interested Bidders are encouraged to review all pertinent materials, including the valuation report and other documents. All costs associated with due diligence shall be borne entirely by the Interested Bidder. SCL shall not be obliged to arrange physical site visits or provide documents beyond those made available in the VDR.

Earnest Money Deposit (EMD)

11. Interested Bidders who wish to proceed further in the Bidding Process are required to deposit an Earnest Money Deposit (EMD) of Rs. 3,62,50,000 (Rupees Three Crore Sixty Two Lakh Fifty Thousand only) (representing 50% of the Base Bid) within the timelines stipulated under Sr. No. 31 of this Bid Document. This deposit may be made either through direct bank transfer or by submitting a Demand Draft (DD) along with a declaration in the format provided in **Annexure C**. EMD in any other form including cheque, bank guarantee, bid bonds, call deposit, etc. will not be acceptable. The details of the DD and Bank Transfer are provided below:

- Through bank transfer (NEFT/RTGS) to the SCL's designated account and the details of the account is mentioned below:

Bank Account Number: 32180585427

Bank Account Name: Sammaan Capital Limited

Bank Name & Address: State Bank of India, N.G.N. Vaidya Marg, Fort, Mumbai – 400 023

IFSC Code: SBIN0006070;

or

- Via Demand Draft (DD) in favour of Sammaan Capital Limited, payable at Mumbai.

E-Bidding

12. Interested Bidders who have deposited the EMD shall receive the information from SCL pertaining to subsequent e-bidding process via the email address provided under Sr. No. 32. For the initial counter bid against the base-bid amount, Interested Bidders must offer at least Rs. 25,00,000 (Rupees Twenty Five Lakh only) more than the Base Bid. Subsequent counter bids must each exceed the previous bid by at least Rs. 25,00,000 (Rupees Twenty Five Lakh only). The highest counter bid submitted during the e-bidding will be declared as the Challenger Bid.
13. Upon declaration of the Challenger Bid, SCL shall approach the Base Bidder to exercise his Right of First Refusal (RoFR) and to match the Challenger Bid. The Base Bidder shall communicate its decision within the timelines as stipulated under Sr.No.31 of this Bid Document. In case the Base-

Bidder matches the Challenger Bid or bids higher than the Challenger Bid, SCL shall declare the Base Bidder as the Winning Bidder; else, the Challenger Bidder shall be declared as the Winning bidder by SCL.

14. For the Interested Bidder whose bid is ultimately declared the Challenger Bid, the EMD shall be retained and offset against the final purchase price if they are declared the Winning Bidder. In the event the Base Bidder chooses to match the Challenger Bid, the EMD of the Challenger Bidder shall be refunded within seven (7) working days of the Winning Bidder being announced by SCL. The EMD of any other Interested Bidders who are not successful in the e-bidding will also be refunded within seven (7) working days of the Winning Bidder's announcement. No interest will be paid by SCL on any EMD amount.
15. The Winning Bidder shall deposit the remaining 50% of the final bid amount (after adjusting the EMD already deposited) with SCL as per the timelines mentioned at Sr.No.31 of this Bid Document. In case of failure of the Winning Bidder to deposit the remaining 50% of the final bid amount as per the stipulated timelines, the amount deposited already, if any including the EMD shall be liable to be forfeited. SCL will be at liberty to declare the next highest bidder as Winning Bidder.
16. In case the Winning Bidder fails to deposit the balance 50% of the final bid amount within the stipulated period, SCL, at its sole discretion, may either forfeit the amount already deposited or grant an extension for payment, subject to interest at a simple rate of 18% per annum on the outstanding amount, calculated from the due date until the date of actual payment.
17. SCL reserves the right to conduct one (1) or more rounds of bidding in its sole discretion. SCL reserves the right to reject any/all bids or adjourn/postpone/cancel the sale or modify any terms and conditions of the sale without any prior notice and or without assigning any reasons thereof.
18. Subject to payment of full consideration within the timelines as indicated at Sr.No.31 of this Bid Document, the Winning Bidder shall execute the Deed of Assignment as set out in **Annexure D** enclosed herewith.
19. The participation of the Interested Bidder in the Bidding Process implies that the Interested Bidder has obtained all the clarifications required. SCL reserves the right to alter, modify, terms and conditions of the Bidding Process without assigning any reason at any stage of Bidding Process.
20. Any technical issues including bandwidth problems, connectivity problem with the local ISP, slowness to access pages for downloading, etc. are beyond the control of SCL, hence, no responsibility and liability lies with SCL for the above problems, if any, faced by the Interested Bidders before/during the Bidding Process.
21. The Interested Bidder(s) should thoroughly satisfy themselves about the nature, conditions and quality of the assets as per the Deed of Assignment as set out in **Annexure D** enclosed herewith. No claim/ complaint of whatever nature will be entertained by SCL at any stage.
22. The Interested Bidder(s) shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by SCL in this regard. Hence, Interested Bidders must be careful to check (the bid amount/ No. of "0"/ No. of digits etc.) and rectify their bid (if required) before confirming the bid placed.

23. All bids placed are legally valid bids and are to be considered as bids from the Interested Bidder himself. Once the bid is placed, the Interested Bidder cannot reduce or withdraw the bid for whatever reason. The highest and the latest bid on the Auction shall supersede all the previous bids of the Interested Bidder.
24. Any applicable stamp duties/additional stamp duty/transfer charges, fee, etc. and also all the statutory/non-statutory dues, taxes, rates, assessment charges, fee, etc. owing to the Interested Bidders shall be payable by the Interested Bidders themselves.
25. SCL shall have the right to issue addendum /corrigendum to this Bid Document/other documents to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein. Each addendum /corrigendum so issued shall form a part of original invitation to participate in the Bidding Process.
26. SCL may, at any time, without giving any reasons thereof, change/extend the deadlines/timelines outlined herein below and shall communicate such change/extension by way of notice on SCL website (www.sammaancapital.com) and the bidding agency's website (www.auctionfocus.in).
27. SCL reserves the right not to go ahead with the Bidding Process at any stage, without assigning any reasons. The decision of SCL in this regard shall be final and conclusive.
28. All conditional and contingent bids shall be summarily disqualified by SCL.
29. In case of any doubt regarding the terms and conditions and process of the sale, the decision of SCL will be final.
30. All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in appropriate Court having jurisdiction in New Delhi.
31. The timelines for the Bidding Process are as follows:

S. No.	Activity	Date	Day
1.	Uploading of Bid Document at www.sammaancapital.com and the e-bidding platform managed by the bidding agency, Auction Focus, at www.auctionfocus.in .	June 20, 2025	Friday
2.	Cut-off Date and Time for Submission of EOI	June 27, 2025 (up to 03:00 PM)	Friday
3.	Verification and acceptance of Eoi	June 27, 2025	Friday
4.	Access to Virtual Data Room (VDR) or any other electronic mode for the purpose of Due Diligence	June 28, 2025	Saturday
5.	Last date for accessing Virtual Data Room (VDR) or any other electronic mode for the purpose of Due Diligence, including deadline for raising any query	June 30, 2025	Monday
6.	Last Date for submission of EMD	July 01, 2025	Tuesday
7.	E-mail containing details of e-bidding and login credentials pursuant to submission of EMD along with addressing any queries	July 02, 2025	Wednesday
8.	Start of 1 st round of e-bidding (Bidding window: 11:00 AM to 01:00 PM)	July 04, 2025	Friday
9.	Evaluation of bids of the 1st round and declaration of outcome	July 04, 2025	Friday

10.	Decision of the Base bidder on exercising ROFR	July 04, 2025	Friday
11.	Declaration of Winning Bidder	July 04, 2025	Friday
12.	Last Date & Time for deposit of remaining Bid Amount by the Winning Bidder (after adjusting EMD amount/amount already deposited as the case may be)	July 07, 2025	Monday
13.	Signing of the Deed of Assignment	July 10, 2025	Thursday

Notes for Bidding Rounds:

- E-bidding will start as per scheduled time.
- Bidders may increase bid amount in real time based on active bidding.
- The e-Auction shall be open for a period of 2 hour. However, if a Bidder places a bid during the last 5 minutes of e-Auction, and if the same is accepted, then the duration for e-Auction shall automatically be extended for 5 more minutes, for the entire e-Auction (i.e. for all the items of e- Auction). Please note that such automated extension will take place only if such accepted bid comes during the last 5 minutes of e-Auction, and that the same is in terms of the Auction Notice published by the Auctioneer and the Tender Document. If the bid received in last 5 minutes is not valid, then automated extension will not take place. In case there is no bid placed in the last 5 minutes of e-Auction, the e-Auction shall automatically be closed, without any extension.

However, Bidder(s) are advised not to wait till the last minute to place their bids, during the period of automated extension, to avoid glitches related to internet connectivity, network problem, system crash, power failure, etc.

[**Note:** In the event that no EoI is received within the above stipulated timelines, SCL reserves the right to either enter into a Deed of Assignment with the Base Bidder immediately or, at its sole discretion, extend the deadline for submission of the EoI]

32. Contact details for any queries:

Name: Amit Jain (from SCL)

E-mail address: ajain@sammaancapital.com

Name: Karan Soni (from Auction focus)

E-mail address: karan@auctionfocus.in

[**Note:** It is hereby clarified that any and all communications from SCL shall be transmitted exclusively through the aforementioned email address. SCL shall not be liable or responsible for any delays, omissions, or errors in the delivery or receipt of such communications, or for any consequences arising from an Interested Bidder's failure to review or respond to communications sent to this email address. Interested Bidders are solely responsible for monitoring the designated email address and ensuring timely action in accordance with the timelines specified in this Bid Document.]

Place: New Delhi

Date: June 20, 2025

Schedule I

DETAILS OF TRADEMARKs

S. No.	Reg. No.	Class	App. Date	Status
1.	3048448	42	07.09.2015	Registered
2.	3048449	36	07.09.2015	Registered
3	3304832	16	11.07.2016	Registered
4.	3304833	36	11.07.2016	Registered
5.	3570735	35	14.06.2017	Registered
6.	3570820	36	14.06.2017	Registered
7.	3570821	37	14.06.2017	Registered
8.	3570826	35	14.06.2017	Registered
9.	3570827	37	14.06.2017	Registered
10.	3570828	42	14.06.2017	Registered
11.	3571308	40	15.06.2017	Registered
12.	3571309	35	15.06.2017	Registered
13.	3571310	36	15.06.2017	Registered
14.	3571311	37	15.06.2017	Registered
15.	3571171	09	15.06.2017	Registered
16.	3571172	11	15.06.2017	Registered
17.	4418278	36	24.01.2020	Registered

DETAILS OF COPYRIGHT

S. No.	Applicant	Registration Number	Status of copyright app.
1.	Indiabulls Housing Finance ltd.	A-131296/2019	Registered

Annexure A

Expression of Interest

(On the letterhead of the Interested Bidder)

Date: _____, 2025

To,

Sammaan Capital Limited

A - 34, 2nd & 3rd Floor,
Lajpat Nagar-II,
New Delhi – 110024

Sub: Expression of Interest – Acquisition of Trademarks and Copyright “INDIABULLS”

We hereby submit our expression of interest to evaluate and potentially acquire the Trademarks and Copyright “INDIABULLS” (the “**Asset**”) offered for sale by Sammaan Capital Limited through the Swiss Challenge Method, as outlined in the captioned Bid Document. Our details are as below:

Name of the Bidder:

Nature or Main Business of the Bidder:

Address of the Bidder:

GST No.:

Contact Details:

We further undertake that:

- We are eligible and have the financial capacity to acquire the Asset, in accordance with applicable laws, rules and regulations of India. In the case the Bidder is a Company, the object clause of our Memorandum of Association authorizes the acquisition of Trademarks and Copyright.
- We have no conflict of interest with and are not related, directly or indirectly, to Sammaan Capital Limited.
- We have reviewed and understood the Bid Document, including its schedules, annexures and any subsequent amendments or clarifications and hereby unconditionally agree to be bound by the terms and conditions stated therein.
- We confirm our willingness to participate in further stages of the bidding process as may be prescribed by SCL.
- We confirm that the information and documents provided as part of this Expression of Interest are true, complete and accurate and understand that any misrepresentation may result in our disqualification from the bidding process.

Applicant's Signature:

Full Name:

Designation:

Email ID:

Contact Number:

Name of the Company and CIN (if applicable):

Registered Address:

Enclosures to be submitted along with EOI:

- a) Board Resolution / Authorization Letter in favor of the person signing the EOI, with authorization to submit the bid
- b) Proof of identity of the authorized signatory (Copy of PAN/Aadhaar/Passport)
- c) Documentary evidence of net-worth for the last three financial years

Kindly ensure that all pages of this EOI and accompanying documents are duly signed and stamped prior to submission.

Annexure B

Non-Disclosure Agreement

This Non-Disclosure Agreement (“**Agreement**”) is made and executed at [●] on [●] [●], 2025 by and between:

Sammaan Capital Limited (formerly known as Indiabulls Housing Finance Limited) (“SCL”), a public limited company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013, having Corporate Identity Number: L65922DL2005PLC136029 and having its registered office at A-34, 2nd & 3rd Floor, Lajpat Nagar – II, New Delhi – 110 024 (hereinafter referred to as the “**SCL**” or “**Disclosing Party**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

_____ (Name of the Party), a ____ limited company incorporated under the provisions of the Companies Act, ____, and having its registered office at ____ (hereinafter referred to as the “**Recipient**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

In this Agreement, the Company/Seller and the Buyer are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS:

1. Purpose

- 1.1 The Disclosing Party agrees to share certain confidential information with the Recipient for the sole purpose of evaluating a potential transaction involving the transfer or sale of Asset under the Swiss Challenge method (“**Purpose**”).

2. Confidentiality Obligations

- 2.1 The Recipient and its affiliates shall maintain all Confidential Information (*as described below*) in strict confidence and shall not disclose it to any third party without the prior written consent of the Disclosing Party.
- 2.2 Disclosure is permitted only to employees or agents who require access for the Purpose and are bound by confidentiality obligations no less restrictive than those in this Agreement.
- 2.3 The Recipient shall not use the Confidential information for any purpose other than the Purpose stated above.
- 2.4 If required by law, regulation, or government authority, the Recipient may disclose the Confidential Information, provided that it gives prompt written notice to the Disclosing Party.
- 2.5 The Recipient agrees to use protective measures equivalent to those used to safeguard its own Confidential Information, but no less than reasonable care.
- 2.6 The Recipient shall not use confidential information to compete with or interfere in the business of the Disclosing Party.

3. Definitions

- 3.1 **"Affiliates"** means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

For purposes of this definition, *"control"* means the direct or indirect ownership of more than fifty percent (50%) of the voting securities or other ownership interest of an entity, or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership, by contract, or otherwise.

- 3.2 **"Agreement"** means this Non-Disclosure Agreement.

- 3.3 **"Confidential Information"** refers to all information, whether written, oral, electronic, or in any form, shared by the Disclosing Party with the Recipient in relation to the Purpose. This includes, but is not limited to: business plans, financial data, legal documents, strategies, technical information and any other proprietary material.

Confidential Information does not include information that:

- a. is publicly available through no fault of the Recipient;
- b. was already in lawful possession of the Recipient prior to disclosure;
- c. was lawfully received from a third party without breach of any obligation;
- d. was independently developed by the Recipient without reference to the disclosed material.

4. Return or Destruction of Information

- 4.1 Upon request by the Disclosing Party or conclusion of business dealings, the Recipient and its Affiliates shall return or permanently destroy all physical and electronic copies of Confidential Information and confirm such destruction in writing within seven (7) business days.

5. Use of Information

- 5.1 The Recipient shall:
- a. Use the Confidential Information strictly for the Purpose;
 - b. Not share the Confidential Information with third parties (including contractors or consultants) without the written approval of the Disclosing Party; and
 - c. Ensure all permitted recipients are aware of and comply with the terms of this Agreement.

6. Remedies

- 6.1 The Recipient acknowledges that unauthorized use or disclosure may result in irreparable harm to the Disclosing Party, for which monetary damages may be insufficient. The Disclosing Party shall be entitled to seek injunctive or equitable relief, in addition to any other legal remedies.

7. Ownership

- 7.1 All Confidential Information remains the sole property of the Disclosing Party. No license or ownership rights are granted to the Recipient by this Agreement.

8. Warranties

- 8.1 The Recipient agrees to:
- a. Take reasonable measures to protect the Confidential Information;

- b. Keep it securely stored and prevent unauthorized access; and
- c. Promptly notify the Disclosing Party in the event of any actual or suspected breach.

9. Duration and Termination

- 9.1 This Agreement shall remain in effect until terminated by either Party with thirty (30) days written notice. The confidentiality obligations shall survive termination for a period of two (2) years from the termination date.
- 9.2 Absent explicit termination, this Agreement shall expire ninety (90) days from its effective date.

10. Governing Law and Dispute Resolution

- 10.1 This Agreement shall be governed by the laws of India. Any disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996. The seat of arbitration shall be New Delhi, and the language shall be English. The award of the arbitrators shall be final and binding.

11. Miscellaneous

- 11.1 This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior discussions, agreements, or communications, whether written or oral. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by authorized representatives of both the Disclosing Party and the Recipient.
- 11.2 The Recipient hereby acknowledges that it is aware of the requirements in relation to the non-disclosure of non-public information under applicable securities laws including the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended; and it hereby undertakes that it and its Affiliates will comply with the applicable securities laws.
- 11.3 If any provision of this Agreement is found to be invalid, unlawful, or unenforceable under any applicable law, such invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To the extent permissible, the invalid provision shall be reformed to reflect the Parties' original intent as closely as possible.
- 11.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic copies or signatures shall be deemed valid and binding as originals.

12. Relationship between the Parties

- 12.1 The Parties acknowledge that they are independent and nothing in this Agreement shall be construed as creating any partnership, joint venture, employment, agency, or fiduciary relationship between them. Neither Party shall have the authority to bind or obligate the other in any manner unless expressly agreed in writing.

13. Notices and Communications

- 13.1 Any notice or communication required or permitted under this Agreement shall be in writing and shall refer specifically to this Agreement. Such notice shall be deemed properly given only if delivered (i) in person, or (ii) by registered post or courier with proof of delivery, or (iii) by electronic mail with delivery confirmation.
- 13.2 All such notices shall be sent to the respective addresses or contact details of the Parties as set forth below, or to such other address as may be designated in writing from time to time by either Party to the other:

For Disclosing Party

Kind Attn: _____

Address: _____

E-mail Id: _____

For Recipient

Kind Attn: _____

Address: _____

E-mail Id: _____

Annexure C

Earnest Money Deposit (EMD)
(On the letterhead of the Bidder)

Date: _____

To,

Sammaan Capital Limited

A - 34, 2nd & 3rd Floor,
Lajpat Nagar-II,
New Delhi – 110024

Sub: Earnest Money Deposit (EMD) – Acquisition of Trademarks and Copyright “INDIABULLS”

We hereby submit that we intend to participate in the e-bidding process for the Asset put on sale by SCL under the Swiss Challenge Method vide the captioned Bid Document. The details of the deposit of EMD are as below:

Particulars of EMD are given below:

DD / RTGS Details	Date	Name of Bank and Branch	Amount transferred

You are now requested to issue us User ID and Password to participate in the e-bidding process. The information required for issuance is as below:

Name of the Bidder:

Email ID of the Bidder:

Contact Number:

(Signature)

(Name)

(Designation)

Annexure D

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made and executed at [•] on this the [•] day of [•], 2025 (hereinafter referred to as the 'Effective Date') between:

Sammaan Capital Limited (formerly known as Indiabulls Housing Finance Limited), a public limited company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013, having Corporate Identity Number: L65922DL2005PLC136029 and having its registered office at A-34, 2nd & 3rd Floor, Lajpat Nagar – II, New Delhi – 110 024 (hereinafter referred to as the **"Assignor"** which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **ONE PART**;

AND

_____, a Private/Public Limited Company incorporated and registered under the Companies Act, 1956 and validly existing under the Companies Act, 2013, having its registered office at _____ (hereinafter referred to as the **"Assignee"** which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **OTHER PART**.

The Assignor and the Assignee are hereinafter individually referred to as a **"Party"** and collectively as **"Parties"**.

WHEREAS:

- A. The Assignor is a non-deposit taking investment and credit company (**"NBFC-ICC"**) registered with RBI and is engaged in offering housing loans and loans against property to its varied client base which comprises (i) salaried employees; (ii) self-employed individuals; (iii) micro, small and medium-sized enterprises (**"MSMEs"**); and (iv) corporates. It focuses primarily on long-term secured mortgage-backed loans. It also offers mortgage loans to real estate developers in India in the form of lease rental discounting for commercial premises and construction finance for the construction of residential premises.
- B. The Assignor herein is the owner and registered proprietor of the Trademarks and Copyright (*as defined hereinafter*) as set out in **Annexure A** enclosed herewith.
- C. The Assignee has carried out its due diligence to ascertain the validity of the Trademarks and Copyright detailed in Annexure A. The Assignee has agreed to purchase the said Trademarks and Copyright on an as is, where is basis.
- D. It is hereby confirmed that for valuable consideration, the Assignor has agreed to assign, its title and interest in and to the Trademarks and Copyright, on an as is, where is and without any recourse basis, in favour of the Assignee and the Assignee has agreed to acquire such rights from the Assignor;
- E. Accordingly, the Parties are entering into this Deed of Assignment for the purpose of recording the terms on which assignment of the Trademarks and Copyright is being done by the Assignor to the Assignee.

It is agreed by and between the parties and this deed witnesseth as follow:

1. DEFINITIONS

- 1.1** “**Affiliates**” means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

For purposes of this definition, “*control*” means the direct or indirect ownership of more than fifty percent (50%) of the voting securities or other ownership interest of an entity, or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership, by contract, or otherwise

- 1.2** “**Applicable Law**” means all applicable laws, bye-laws, rules, regulations, circulars, notifications, ordinances, protocols, codes, guidelines, policies, notices, directions, orders, decrees or judgments of courts or other requirements of any governmental authority in any relevant and appropriate jurisdiction of India;

- 1.3** “**Consideration**” shall have the meaning ascribed to in Clause 2.1;

- 1.4** “**Deed of Assignment**” or “**Deed**” means this deed including, but not limited to, all Annexures and all instruments supplement to or in amendment, furtherance, or confirmation of this Deed, entered into in writing, in accordance with its terms;

- 1.5** “**Third Party**” means any person who is not a Party to this Deed; and

- 1.6** “**Trademark(s) and Copyright**” shall mean as detailed in Annexure A.

2. ASSIGNMENT OF TRADEMARKS AND COPYRIGHT

- 2.1** As on Effective Date, the Assignor hereby irrevocably assigns, transfers, conveys, and delivers to the Assignee its title, interests, and benefits in and to the Trademarks and Copyright, on an as is, where is and without any recourse basis. In consideration of the assignment under this clause, the Assignee has paid to the Assignor an aggregate amount of INR [•] (Indian Rupees [•]), but excluding all applicable taxes (the “**Consideration**”).

- 2.2** The Assignee acknowledges and agrees that, except for the rights expressly granted under this Agreement in relation to the use of the Trademarks and Copyright, no other rights, title, or interest of any nature whatsoever in or to the goodwill, business, brand value, or any other intangible assets of the Assignor are transferred, assigned, or conveyed under this Agreement. For the avoidance of doubt, the Assignee shall not claim, assert, or hold itself out as having any right, title, or interest in or to the goodwill associated with the Assignor’s business.

- 2.3** The Assignee further agrees that it shall not, directly or indirectly, make any representation, statement, or implication, whether in advertising, marketing, investor communication, public disclosures, or otherwise, that suggests or implies any association, affiliation, or any relationship with the Assignor or its business, except as may be expressly authorized in writing by the Assignor.

- 2.4** To the context, if any, that the Assignor has or had the right to take actions against Third Parties for infringement of the Trademarks and Copyright, the assignor assigns, transfers and sets over to the Assignee all such rights whether or not such infringement took place prior to the date of this deed.

3. CONDITIONS FOR ASSIGNMENT

3.1 Notwithstanding anything to the contrary contained herein, the Parties agree that the assignment and sale of the Trademarks and Copyright to Assignee shall be subject to the following exceptions and conditions:

- 3.1.1 The Assignor shall have the perpetual right to continue using the domain names “Indiabulls.com”, “indiabulls.net”, “indiabullshomeloans.com”, “indiabullscommercialcredit.com”, “indiabullsamc.com”, “ibinvestmentmanagement.com” and “ibalternateinvestment.com” in connection with its day-to-day activities and business purposes.”
- 3.1.2 As required under the Companies Act, 2013, and applicable rules, the Assignor shall continue to reflect “**formerly Indiabulls Housing Finance Limited**” from the date of receipt of Consideration. Also, its subsidiaries/ associate companies, which were earlier using ‘Indiabulls’ as part of their corporate name, shall also continue to reflect “formerly known as Indiabulls _____ Limited” (reflecting their respective previous names), till the time its subsidiaries/associate companies cease to be Affiliates of the Assignor.
- 3.1.3 In the event, the Assignor becomes legally or otherwise restrained, due to litigation or regulatory proceedings, from using the trademark “**Sammaan**”, then the Assignor shall have a perpetual non-exclusive license to use the Trademark “Indiabulls” in combination with other words/ letters. In such an event, the Assignor shall also have the option to require the Assignee to assign the Trademarks back to the Assignor. The Assignee undertakes to sign necessary deed of assignment, undertaking, application or any other document required for completing the Trademarks and Copyright in favour of the Assignor. The Assignor shall refund the Consideration without any interest simultaneous with the signing of the Deed of Assignment and the required documents for completion of such assignments.
- 3.1.4 Assignee shall indemnify the Assignor against any costs, losses, damages, etc. arising due to any Third Party claims with respect to use/misuse of the Asset post assignment of the Asset.
- 3.1.5 Notwithstanding anything to the contrary contained herein, the Parties agree that the Assignor shall retain a perpetual, royalty-free and a non-exclusive right to use the term “Indiabulls” and the associated logo for the following limited purposes:
- (i) To comply with statutory or regulatory obligations, including but not limited to disclosures required under the Companies Act, 2013, SEBI regulations, stock exchange requirements, tax filings, and other applicable laws;
 - (ii) To refer to historical information, including past financials, corporate presentations, annual reports, investor communications, or archived regulatory submissions;
 - (iii) To maintain consistency in contractual interpretation or performance of historic agreements, contracts, or legal documents that contain or refer to the name or logo; and
 - (iv) In any ongoing or future litigation, arbitration, regulatory, or judicial proceedings, where the historical use of the mark is relevant to the Assignor’s defense or position.

Such usage shall be informational and non-commercial in nature and shall not be construed as implying any ongoing ownership, affiliation, sponsorship, or endorsement by or with the Assignee or its Affiliates.

4. COMPLETION

The Assignor shall execute all such documents and do such things as may be necessary, proper or desirable to enable the Assignee to become the proprietor of the said Trademark(s). In consideration of the sum of monies paid by the Assignee to the Assignor under these presents for the Assignment of the Trademark(s) to and in favour of the Assignee as herein provided.

5. WARRANTIES

5.1 Each Party (in respect of itself) warrants to the other Party that the following warranties are true and accurate in all respects and not misleading in any respect as on the Effective Date:

5.1.1 It has the full power and authority to enter into and perform its obligations under this Deed;

5.1.2 It has taken all corporate authorizations for it to validly enter into this Deed and perform all its obligations under this Deed;

5.1.3 To the best of the knowledge, the execution and delivery of, or the performance of obligations under this Deed does not and shall not violate or conflict with the Applicable Law; and

5.1.4 This Deed constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms.

5.2 registrations for the Trademarks as specified in Annexure A are valid and subsisting and have been maintained by the Assignor, including by making timely payments of any applicable fees.

6. GENERAL

6.1 If any part of the Deed, is at any time, construed to be illegal, invalid, or unenforceable, then so much of that part will be deleted from this deed as is necessary to preserve the legality, validity or enforceability of the remainder of this deed and such remainder will not be affected.

6.2 Pursuant to the assignment in Clause 2.1 above, the Assignee shall, at its own cost, (a) register the assignment of the Trademark(s) with the Trademarks Registry and ensure that the Assignee is entered into the Trademarks Registry as a registered proprietor; and (b) execute such documents and perform all such acts as may be required to give effect to the assignment of the Trademarks and Copyright.

6.3 For the avoidance of doubt, it is clarified that, for the Effective Date, the Assignee shall be responsible for the maintenance of registrations and licenses in relation to all Trademarks and Copyright as may be required by the relevant Statutory/Governmental authorities including the Trademarks Registry.

6.4 This deed contains all the terms of Deed of Assignment between the parties pertaining to the assignment of the said Trademarks and Copyright.

7. CONFIDENTIALITY

7.1 The Parties acknowledge and agree that: (a) the existence and terms of this Deed; (b) the transactions contemplated herein (including, but not limited to, the existence of settlement of any dispute between the Parties); and (c) any oral or written information exchanged between

the Parties in connection with the preparation and performance of this Deed of Assignment are regarded as confidential information.

7.2 Each Party will maintain the confidentiality of all such confidential information, and without obtaining the consent of the other Party, it will not disclose any relevant confidential information to any Third Parties.

7.3 Each Party shall not make or publish any announcement or press release concerning or connected with this Deed, without the prior written consent of the other Party, unless otherwise required by Applicable Law.

7.4 Confidential information shall not include:

- i. information which is in the public domain or comes into the public domain excluding the information brought in the public domain by disclosure or default by each Party; or
- ii. information which was or is lawfully obtained or available from a Third Party who was lawfully in possession of the same and free to disclose it; or
- iii. information that is known to the Party prior to the other Party's disclosure of such information; or
- iv. information independently developed by either of the Parties; or
- v. information disclosed under and for the purposes of operation of law; or
- vi. information which is developed independently without the use or reference to this Deed; or
- vii. information disclosed by a Party with the other Party's prior written approval.

8. GOVERNING LAW

This Deed shall be determined in accordance with the Applicable Laws of India.

9. DISPUTE RESOLUTION

If any dispute, controversy or claim of whatever nature arises out of or in connection with this Deed of Assignment, including any question regarding its existence, validity or termination arising out of or in connection with this Deed of Assignment (a "**Dispute**"), the Parties shall use all reasonable endeavours to resolve the matter amicably. If the Parties are unable to resolve the Dispute within 14 (fourteen) days of either Party initiating the resolution process, then the Dispute shall be resolved by arbitration.

All Disputes which remain unresolved, and that a Party wishes to have resolved, shall be referred upon the application of a Party to arbitration, and finally settled, under the Arbitration and Conciliation Act, 1996. Unless the Parties agree and jointly appoint an Arbitrator, the number of arbitrators shall be 3 (three), 1 (one) arbitrator shall be appointed by claimant party, 1 (one) arbitration shall be appointed by the defendant party, and together the 2 (two) arbitrators so appointed shall appoint the 3rd (third) arbitrator. No officer, director, shareholder, employee, representative or relative of any Party may be nominated or appointed as an arbitrator.

The seat and venue of the arbitration shall be New Delhi, India. Nothing shall preclude either Party from seeking interim equitable relief, including in the form of injunctions and orders for specific performance.

The arbitration proceedings shall be conducted in English language and any document not in English submitted by any Party shall be accompanied by an English translation. A written transcript of the proceedings shall be made and furnished to the Parties.

The arbitrators shall decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration.

10. ENTIRE DEED OF ASSIGNMENT

This Deed of Assignment including the schedules sets out the entire Deed of Assignment and understanding between the Parties in respect of the subject matter thereof. This Deed of Assignment supersedes all prior agreements, understandings, or arrangements (whether oral or written), which will cease to have any further force or effect.

11. WAIVER

No waiver by any Party of any default with respect to any provision, condition or requirement hereof set out in this Deed, will be deemed to be a waiver of any other provision, condition, or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner will impair the exercise of any such right on any other occasion.

12. SEVERABILITY

If any provision of this Deed of Assignment is invalid, unenforceable, or prohibited by Applicable Laws, this Deed of Assignment will be considered divisible as to such provision and such provision will be in-operative and will not be part of the consideration moving from any Party hereto to any other Party, and the remainder of this Deed of Assignment will be valid, binding and of like effect as though such provision was not included herein. The Parties specifically acknowledge that if any aspect of the commercial understanding reached between them in this Deed of Assignment is unenforceable, they will take such alternative steps as are permissible under Applicable Laws, to legally implement such understanding.

13. AMENDMENTS AND MODIFICATIONS

This Deed of Assignment or any other related document may be amended only in writing signed by each Party, and any such amendment will be effective only to the extent specifically set forth in such writing.

14. RELATIONSHIP

Nothing in this Deed of Assignment will be deemed to either directly or indirectly create a relationship of an employer, agent, partner, associate or representative between the Assignor and the Assignee and this Deed of Assignment is executed solely on a principal to principal basis.

15. STAMP DUTY

The stamp duty and any other charges payable under Applicable Laws in relation to this Deed of Assignment and the assignment of the Trademarks and Copyright shall be borne and paid by the Assignee.

16. COUNTERPARTS

This Deed of Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Deed of Assignment will become effective when duly executed and delivered by each Party.

Counterpart signature pages to this Deed of Assignment may be delivered by electronic delivery (including by means of electronically transmitted portable document format (PDF) signature pages, in each case, complying with the Applicable Laws of India) and each such counterpart signature page will constitute an original for all purposes.

17. REMEDIES

All rights, remedies, undertakings, or obligations contained in this Deed of Assignment will be cumulative, and none of them will limit any other right, remedy, undertaking or obligation of either Party.

18. FORCE MAJEURE

Neither Party shall be liable for failure of or delay in performing any obligation under this Deed, if such failure or delay is due to "Acts of God", weather, fire or explosion; war, invasion, riot or other civil unrest; Applicable Laws, orders, restrictions, actions, embargoes, or blockades; national or regional emergency; injunctions, pandemic, epidemic, strikes, lockouts, labour troubles, or other industrial disturbances; failures of any facility for transportation or any other cause beyond the control of the affected Party, provided, however, that the Party affected shall promptly notify the other Party of the force majeure event and shall exert its best efforts to eliminate, cure, or overcome any such causes and to resume performance of its obligations with all possible speed.

19. NOTICES

Any notice, request, demand, claim, or other communication required or permitted to be delivered, given or otherwise provided under this Deed of Assignment must be in writing and must be delivered personally, delivered by nationally recognized overnight courier service, sent by certified or registered mail, postage prepaid, or (if an email address is provided below) sent by email. Any such notice, request, demand, claim, or other communication will be deemed to have been delivered and given (a) when delivered, if delivered personally, (b) when sent, if delivered by email (unless an undelivered message is received by the sender), (c) the business day after it is deposited with such nationally recognized overnight courier service, if sent for overnight delivery by such nationally recognized overnight courier service, or (d) five (5) business days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address, or to such other address or addresses as such Party may subsequently designate to the other Parties by notice given hereunder:

In the case of Notices to the Assignor:

Address: _____

Attention: _____

Email: _____

In the case of Notices to the Assignee:

Address: _____

Attention: _____

Email: _____

Each of the Parties may specify a different address or addresses or numbers by giving notice in accordance with this Clause 19 (Notices) to each of the other Parties.

IN WITNESS WHEREOF the said Assignor and Assignee have executed this deed on the date aforementioned.

For and on behalf of

<p>For the Assignor</p> <p>_____</p> <p>SAMMAAN CAPITAL LIMITED</p> <p>Name: _____</p> <p>Designation: _____</p>	<p>For the Assignee</p> <p>_____</p> <p>(Name of the Company)</p> <p>Name: _____</p> <p>Designation: _____</p>
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Witness:

Witness:

Signature _____

Signature _____

1. Name: _____
2. Address: _____

1. Name: _____
2. Address: _____

ANNEXURE A

DETAILS OF TRADEMARKs

S. No.	Reg. No.	Class	App. Date	Status
1.	3048448	42	07.09.2015	Registered
2.	3048449	36	07.09.2015	Registered
3	3304832	16	11.07.2016	Registered
4.	3304833	36	11.07.2016	Registered
5.	3570735	35	14.06.2017	Registered
6.	3570820	36	14.06.2017	Registered
7.	3570821	37	14.06.2017	Registered
8.	3570826	35	14.06.2017	Registered
9.	3570827	37	14.06.2017	Registered
10.	3570828	42	14.06.2017	Registered
11.	3571308	40	15.06.2017	Registered
12.	3571309	35	15.06.2017	Registered
13.	3571310	36	15.06.2017	Registered
14.	3571311	37	15.06.2017	Registered
15.	3571171	09	15.06.2017	Registered
16.	3571172	11	15.06.2017	Registered
17.	4418278	36	24.01.2020	Registered

DETAILS OF COPYRIGHT

S. No.	Applicant	Registration Number	Status of copyright app.
1.	Indiabulls Housing Finance ltd.	A-131296/2019	Registered