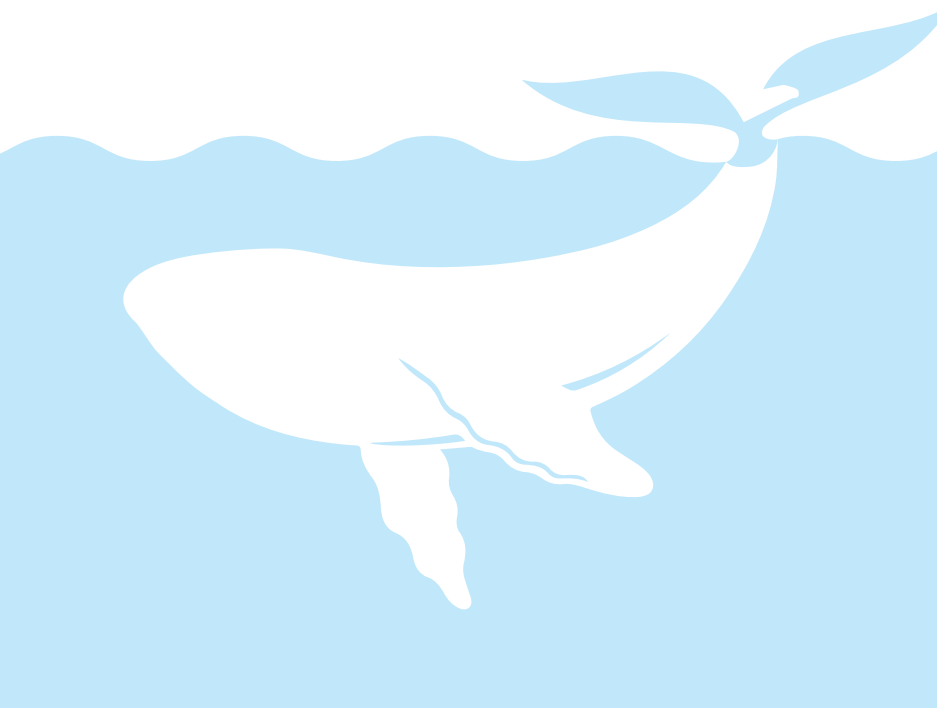


Sale of Secured Financial Assets by Equitas Small Finance Bank Limited under Swiss Challenge Method TERMS AND CONDITIONS FOR SALE Equitas Small Finance Bank Limited ("ESFBL" or "Bank") is a banking company as per Banking Regulation Act,1949, incorporated and registered under the provisions of Companies Act, 2013, CIN - L65191TN1993PLC025280, having its Head Office at 4th Floor No. 769, Spencer Plaza Mall, Anna Salai, Chennai, Tamil Nadu 600002 and is engaged in the business of banking and providing financial credit facilities in the form of loans; and the operations of the bank are subject to extant guidelines and regulations issued by the Reserve Bank of India. In terms of the Bank's Policy read with extant regulatory guidelines, ESFBL initially places the sale of Secured Financial Assets (hereinafter referred to as the "Pool") aggregating to Rs.110.02 Crore. ESFBL invites counter bids from Asset Reconstruction Companies/ eligible entities under the Reserve Bank of India (Commercial Banks- Transfer and Distribution of Credit Risk) Directions, 2025 dated November 28, 2025 for the sale of its financial asset comprising of Secured Financial Assets of the Bank for Cash or Cash and Security receipts consideration, in accordance with the terms and conditions mentioned below. The counter bids are called from interested bidders under the Swiss challenge method. 1. Brief details of financial assets of the Loan Portfolio: ESFBL invites counter bids from eligible parties to acquire the pool as detailed below: <table> <tr> <th>No. of A/c's</th><th>Principal O/s as on 31.07.2026</th><th>Date of Submission of Counter Bid</th><th>Date finalisation of Successful Bidder</th><th>Term of Sale</th></tr> <tr> <td>2,502</td><td>Rs.110.02 cr</td><td>21.09.2026 (before 5.00 PM)</td><td>23.09.2026</td><td>Cash & Security Receipts basis.</td></tr> </table> 2. The sale of NPA Financial Asset, as envisaged under this process Document, is a sale under the Swiss challenge method. ESFBL has received an existing offer from an eligible entity (Anchor Bidder) for acquisition of the Financial Asset for an aggregate consideration amount. 3. The sale of the Financial Asset by ESFBL is on 'As is, where is,' "whatever there is and as what is" basis without any recourse against and liability to ESFBL under "Swiss Challenge Method", based on an existing binding offer from the Anchor Bidder (hereinafter called "Base/Anchor Bid") in hand with cash of 48.06 cr and Security receipts of 25.65 cr totalling to 73.72 cr as detailed below. <table> <tr> <th>Particulars</th><th>Overall</th><th>Class A</th><th>Class B</th></tr> <tr> <td>Price %</td><td>67%</td><td></td><td></td></tr> <tr> <td>Amount (in cr.)</td><td>73.72</td><td>57%</td><td>44%</td></tr> <tr> <td>Investment %</td><td></td><td></td><td></td></tr> <tr> <td>Anchor Bidder</td><td>65.20%</td><td>100%</td><td>20%</td></tr> <tr> <td>Investor</td><td>34.80%</td><td>-</td><td>80%</td></tr> <tr> <td>Investment Amount (in cr.)</td><td>73.72</td><td>41.65</td><td>32.07</td></tr> <tr> <td>Anchor Bidder</td><td>48.06</td><td>41.65</td><td>6.41</td></tr> <tr> <td>Investor</td><td>25.65</td><td>-</td><td>25.65</td></tr> </table> The "Challenger" bid should have minimum mark-up of 5% and maximum mark up of 15% over "Base/Anchor Bidder". The Anchor bidder will have the right to match the highest challenger bid. 4. In the event no eligible counter bid is received pursuant to this counter bid process, then Initial Consideration quoted by the Anchor Bidder, shall be declared as the successful bidder. 5. If counter bid(s) cross the minimum mark-up specified in the Process document, the highest counter bidder becomes the challenger bid. In that case, Base/Anchor Bidder, who offered the Initial Consideration is then invited to match the challenger bid. If the Base/Anchor Bidder, who offered the Initial Consideration either matches the challenger bid or bids higher than the challenger bid, such Anchor Bidder shall become the successful bidder; else, the bidder offering the challenger bid shall be the successful bidder. 6. The Anchor Bidder or the successful Bidder will be declared as the Successful bidder upon completion of the Swiss Challenge method. The final winning bid will be decided by the committee basis the bids received as detailed below after taking into considerations the commercial and other operational parameters. 7. The bid submitted by the counter bidders pursuant to the counter bid process shall be binding in nature. The counter bidders shall not be permitted to withdraw their bid submitted pursuant to the counter bid process. No change or supplemental information to the bid shall be accepted after the submission of the bid. No bid shall be modified, substituted or withdrawn by the counter bidders after the submission of the bid. Any alteration/modification in the bid or additional information supplied subsequent to the submission of the bid, unless the same has been expressly sought for by Equitas Small Finance Bank Ltd, shall be disregarded. The bids submitted by the counter bidders shall not contain any conditions unless expressly agreed in writing by Equitas Small Finance Bank Ltd prior to submission of the same. Equitas Small Finance Bank Ltd, in its sole discretion, may reject a bid which contains any additional conditions. 8. The interested eligible ARCs/eligible entities may conduct due diligence of these assets with immediate effect, after submitting expression of interest and executing a Non-Disclosure Agreement (NDA) with the ESFBL if not already executed. 9. Full details of the accounts will be shared on execution of NDA on the email ID provided with the Expression of Interest (EOI). ESFBL shall also facilitate detailed due diligence including inspection of loan and Finance documents, if asked for – after execution of NDA. ESFBL shall also facilitate inspection of credit appraisals/ sanction notes/ review/ renewal papers available, as available. Bidders are also expected to verify at the time of due diligence, the updated position of principal and total dues. 10. Cut-off Date is 31.07.26 i.e. being the date up to which all realization/ recoveries made in connection with the Portfolio, including from any third parties or court, authority, liquidator, receiver, etc. shall be retained by the ESFBL. It is clarified that if any amounts are received/ recovered by ESFBL, in connection with the Portfolio, including from any third parties or court, authority, liquidator, receiver, etc. after the Cut-off Date i.e. on and from 01.08.2026, the same shall be held by ESFBL on behalf of the Successful Bidder and be transferred to of the Successful Bidder after execution of the Assignment Agreement and payment of the Purchase Consideration for the pool in full. 11. The timelines of the proposed process are as follows: <table> <tr> <th>Sl. No.</th><th>Activity</th><th>Dates</th></tr> <tr> <td>1</td><td>Publication of Advertisement</td><td>17.09.2026</td></tr> <tr> <td>2</td><td>Last Date of Submission of Expression of Interest (EOI) by ARCs other than the Anchor bidder and other ARCs who have done due diligence already on the portfolio, Non-Disclosure Agreement/Undertaking and 29A Affidavit by the counter bidders. Informing names of the Authorized Official(s) along with their contact details (mobile number, e-mail ids etc.) for all communication</td><td>18.09.2026</td></tr> </table>	No. of A/c's	Principal O/s as on 31.07.2026	Date of Submission of Counter Bid	Date finalisation of Successful Bidder	Term of Sale	2,502	Rs.110.02 cr	21.09.2026 (before 5.00 PM)	23.09.2026	Cash & Security Receipts basis.	Particulars	Overall	Class A	Class B	Price %	67%			Amount (in cr.)	73.72	57%	44%	Investment %				Anchor Bidder	65.20%	100%	20%	Investor	34.80%	-	80%	Investment Amount (in cr.)	73.72	41.65	32.07	Anchor Bidder	48.06	41.65	6.41	Investor	25.65	-	25.65	Sl. No.	Activity	Dates	1	Publication of Advertisement	17.09.2026	2	Last Date of Submission of Expression of Interest (EOI) by ARCs other than the Anchor bidder and other ARCs who have done due diligence already on the portfolio, Non-Disclosure Agreement/Undertaking and 29A Affidavit by the counter bidders. Informing names of the Authorized Official(s) along with their contact details (mobile number, e-mail ids etc.) for all communication	18.09.2026	EQUITAS SMALL FINANCE BANK LIMITED 
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4	Issuance of Right to Match Notice to Anchor Bidder	22.09.2026																																																						
5	Submission of the matching/revised Counter Bid by Anchor Bidder & Declaration of Successful Bidder	23.09.2026																																																						
6	Execution of Assignment Agreement and payment of Purchase Consideration	30.09.2026																																																						
12.	The Anchor Bidder will have first right of refusal to match the highest challenger bid emerging from Swiss Challenge process.																																																							
13.	The submission of a Bid by the Bidder shall be deemed to constitute unconditional acceptance of all the terms and conditions enumerated under this process document by the Bidder.																																																							
14.	In case of failure to adhere to the timelines as indicated by ESFBL in the assignment agreement by the Successful Bidder, ESFBL shall be entitled to seek damages, specific performance, as the case maybe, under applicable law.																																																							
15.	Any applicable stamp duties/additional stamp duty/transfer charges, fees, etc. and also all the statutory/non statutory dues, taxes, rates, assessment charges, fee etc. owing to anybody that may be arising out of the counter bid process shall be payable by the Successful Bidder.																																																							
16.	Bidders are expected to submit their Bid with independent study and assessment and value thereof before submitting their Bids. By virtue of submission of the Bid, it shall be deemed that the Bidders have conducted and completed their own independent due diligence at their own costs as per the timelines mentioned in point no.11 above, including verifying various legal proceedings, as well as ascertaining the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to their satisfaction before submitting the Bid.																																																							
17.	All costs, expenses, taxes, stamp duties and liabilities incurred by each Bidder in connection with the Transaction, including (without limitation) in connection with Due Diligence, preparation and/or submission of the Bid, including fees of its own advisors, if any, shall be borne and paid by such Bidder, whether its Bid is accepted or rejected for any reason and ESFBL does not assume any liability whatsoever in this connection.																																																							
18.	The bids are to be submitted in password protect emails / physical form in sealed envelope to Mr. V. Vinodh Kumar , Equitas Small Finance Bank Ltd, 4th floor, Phase II, Spencer Plaza, No.769, Mount Road, Anna Salai, Chennai-600002. (Email id: vinodhkumar@equitas.bank.in.) by the cut-off date as mentioned in point 11 (ii) above. The Bidder shall not be entitled to withdraw or cancel Bid once submitted. ESFBL may seek extension of the validity for such period as may be necessary to complete the approvals and/or as determined by the Management of ESFBL.																																																							
19.	Notwithstanding anything contained in this notice, ESFBL reserves the right to accept or reject the bid and/or to annul the counter bid process and reject the bid, at any time, without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.																																																							
20.	ESFBL shall reserve the right not to respond to any query or provide any clarification to the counter bidder, at its sole discretion and no extension of time and date referred in this process document shall be granted on the basis of not having received response to clarifications sought from ESFBL.																																																							
21.	While this process document has been prepared in good faith, neither ESFBL nor its respective directors, consultants, agents, officers, advisors or employees make any representations or warranty or shall have any responsibility or liability whatsoever, whether in contract, tort or otherwise, for any direct, indirect or consequential loss or damage, loss of use, loss of production or loss of profit or interest costs or in respect of any statements or omissions under the Process document or any subsequent information provided by ESFBL during the counter bid process or arising out of or related to this counter bid process. The counter bidders hereby acknowledge and releases ESFBL and its respective directors, advisors, consultants, officers, agents and employees, irrevocably, unconditionally, fully and finally, from any and all liability arising out of claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights or performance of any obligations set out under this process document, or in connection with the counter bid process, and waives any and all rights or claims.																																																							
22.	The successful bidder will be intimated in-principally by the ESFBL in due course. The final bid then shall be subject to approval of competent Authorities of the ESFBL.																																																							
23.	Except for the Non-Disclosure Agreement/Undertaking, no agreement will be deemed to be reached on any matter regarding the proposed transaction or any other matter until the definitive documents are executed between ESFBL and the Successful Bidder.																																																							
24.	The details about the execution of an Assignment Deed and completion of other legal formalities by the Bidder, in line with the terms and conditions of this present, may be covered in the Bid so submitted. Format of assignment deed shall be finalised by the ESFBL, in line with terms contained herein and the same shall be binding on the bidder. Bidder shall arrange to take / collect the underlying security/loan documents from ESFBL branches at a mutually convenient date and time, within 30 days from the date of execution of the Assignment Deed.																																																							
25.	ESFBL reserves the absolute and unfettered right, at its sole discretion, to withdraw from, cancel, suspend, and/or postpone the proposed sale at any time and at any stage, without assigning any reason and without incurring any liability, cost, penalty or obligation whatsoever to any party. Any such decision of ESFBL shall be final, conclusive, and binding on all parties, and shall not be subject to challenge.																																																							
26.	ESFBL reserves the right, at its sole discretion, to issue addendum to the Terms and Conditions contained under this Process Document and/or any other related documents, at any time, for the purpose of clarifying, amending, modifying, supplementing or deleting any provision, clauses or items contained therein. Each such addendum shall be deemed to be an integral part of such original Process Document and/or related documents and shall be final and binding on all parties.																																																							
27.	Portfolio showcased in the table hereinabove is subject to change due to ongoing recovery/collection/closure of the account(s) / exclusion of specific categories of account if any.																																																							
28.	In case of any doubt regarding the terms and conditions and process of the sale, the decision of ESFBL will be final and conclusive.																																																							
29.	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 courts of appropriate jurisdiction within the territorial limits of Chennai.																																																							

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