

BID PROCESS DOCUMENT

FOR TRANSFER OF STRESSED LOAN EXPOSURE BY CONSORTIUM OF LENDERS OF M/s JAIN SARVODAYA VIDHYA GYANPEETH SAMITI ("JSVGS") UNDER SWISS CHALLENGE METHOD

Issued by the Lenders of JSVGS through:

November 4, 2026

BOBCAPS
TRUST | INNOVATION | EXCELLENCE
(A Wholly owned subsidiary of Bank of Baroda)
BOB Capital Markets Limited
1704-B Wing, Parinee Crescenzo, BKC, Bandra (E), Mumbai – 400051, MH, India.

DISCLAIMER AND IMPORTANT NOTICE

*This document shall be referred to as the Bid Process Document (**"BPD"**) and is issued in connection with the proposed transfer/assignment of the outstanding debt and/or financial assets arising out of such debt towards consortium of lenders led by Central Bank of India **("Lenders/Lead Bank")** (Collectively, the "**Debt**"), of M/s Jain Sarvodaya Vidhya Gyanpeeth Samiti (hereinafter referred to as the **"JSVGS"** or **"Society"** or **"Borrower"**).*

*The Debt arises from the credit facilities advanced to the Borrower by a consortium of lenders led by Central Bank of India (the "**Lead Bank**"), together with Canara Bank and Punjab National Bank (Erstwhile Oriental Bank of Commerce) (collectively, the **"Lenders"** or **"Consortium Lenders"**).*

*The sale/assignment of the Debt is proposed to be undertaken in favour of eligible Asset Reconstruction Companies ("**ARCs**"), Banks, Non-Banking Financial Companies ("**NBFCs**"), financial institutions ("**FIs**") or such other Permitted Transferees (collectively, the **"Bidders"**) as may be permitted under the applicable guidelines issued by the Reserve Bank of India (**"RBI"**), including the RBI (Commercial Banks – Transfer and Distribution of Credit Risk) Directions, 2025, as amended from time to time (the **"RBI Directions"**)*

*Details of the Debt are set out in **Annexure D** to this BPD.*

*This BPD has been prepared and issued by BOB Capital Markets Limited (**"BOBCAPS"** or the **"Process Advisor"**), which has been mandated by the Lead Bank, on behalf of the Lenders for assisting and advising the Lenders on the bid process and the matters incidental thereto, including the conduct of the sale/assignment of the Debt together with the underlying security interest under the Swiss Challenge Method (**"SCM"**) in accordance with the extant RBI Directions and any other applicable regulatory requirements.*

*This BPD is issued strictly under the instructions of the Lenders and the bid process shall be conducted by the Process Advisor in accordance with such instructions. This BPD is issued solely for general information purposes. It does not constitute and shall not be construed as a prospectus, offer document or solicitation; an invitation to invest; a recommendation; or a legally binding offer or commitment of any nature whatsoever. Nothing contained in this BPD shall form the basis of, or be relied upon in connection with, any contract, agreement, undertaking or commitment. No representation is made that the transfer/assignment will be completed. This BPD is being made available exclusively to Bidders who have executed a Confidentiality Undertaking ("**CU**"), and it shall be used strictly in accordance with the terms thereof.*

Each Bidder shall be deemed to have conducted its own independent investigation, due diligence and evaluation of the Debt; the underlying security interests; enforceability and marketability; and all related legal, financial, regulatory and commercial aspects. Bidders are advised to seek independent legal, financial, tax and regulatory advice prior to submission of any bid. Neither the Lenders nor the Process Advisor shall be responsible for any interpretation or conclusion drawn by the Bidders.

*The proposed sale/assignment of the Debt shall be undertaken on **"as is where is"**, **"as is what is"**, **"as is how is"**, **"whatever there is"** and on a **"without recourse"** basis, under the SCM and in accordance with the RBI Directions, as amended from time to time. Completion of the transaction shall be subject to the sole and absolute discretion of the Lenders, irrespective of whether base bids, counter-bids or a winning bid has been declared and subject always to applicable regulatory approvals and internal approvals of the Lenders.*

The information contained in this BPD has been compiled based on information made available by the Lenders and other sources believed to be reliable. However:

- *No representation or warranty, expressed or implied, is made by the Lenders or the Process Advisor as to the accuracy, authenticity, correctness, fairness or completeness of the information.*
- *Historical information may not be indicative of future performance.*
- *Forward-looking statements, if any, are subject to uncertainties and risks, and actual results may differ*

materially.

This BPD has not been reviewed, approved or vetted by any statutory or regulatory authority in India or elsewhere. The BPD may not be exhaustive and may not contain all information that a Bidder may consider material for the purposes of the proposed transaction.

The issuance of this BPD does not confer any right upon any person to participate in the bid process; obligate the Lenders or the Process Advisor to accept any bid; or bind the Lenders to select a Successful Bidder. The Lenders reserve the absolute and unfettered right, at their sole discretion, to accept or reject any bid (valid or otherwise); disqualify any Bidder; modify, suspend, annul, cancel or extend the bid process; amend timelines, eligibility criteria or any terms; accept or reject the Anchor Offer or any counter-offer; without assigning any reason and without incurring any liability whatsoever. No Bidder shall have any claim in law, equity, contract or otherwise against the Lenders or the Process Advisor arising out of or in connection with the bid process. The decision of the Lenders in this regard shall be final and binding.

*Bidders must ensure that they are legally competent and eligible to acquire the Debt and must comply with all applicable laws, including RBI Directions; applicable guidelines, circulars and notifications; relevant directions issued by the Securities and Exchange Board of India (**"SEBI"**); applicable guidelines issued by the Indian Banks' Association (**"IBA"**); and directions issued by the Government of India (**"GOI"**) or any other regulator, as applicable. Submission of a bid shall be deemed to constitute a confirmation that the Bidder has read and understood the Advertisement dated November 4, 2026 and this BPD; has undertaken independent due diligence; and is satisfied regarding the enforceability, marketability and nature of the Debt and underlying securities.*

This BPD contains confidential and proprietary information and shall not be: copied, reproduced, distributed or disclosed; transmitted or published; except in accordance with the Confidentiality Undertaking. The BPD is non-transferable. Any recipient who elects not to pursue the transaction shall promptly return this BPD and all copies thereof to the Process Advisor.

The E-Auction process contemplated herein shall be subject to internal approvals of the competent authorities of the Lenders; and compliance with applicable RBI Directions. The Lenders and/or the Process Advisor reserve the right to amend, cancel or modify the E-Auction process at any time without liability/without prior notice. Updates, clarifications and amendments, if any, shall be hosted on the websites of the Lead Bank (www.centralbank.bank.in/en/public-notices.) and the Process Advisor (www.bobcaps.in/tenders). Bidders are advised to regularly monitor such websites.

This disclaimer applies to the BPD, and any information disclosed by BOBCAPS, the Lead Bank and/or the Lenders, and any of their authorised representatives, advisors, consultants etc.

Any recipient who decides not to pursue this matter is required to return this document and any copies thereof (together with any other material relating to the Society which may have been provided), as soon as practicable, to BOBCAPS.

The BPD is non-transferable.

This BPD shall be governed by and construed in accordance with the laws of the Republic of India.

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1. GENERAL INFORMATION

1.1. This Bid Process Document (**"BPD"**) is for transfer/assignment of the outstanding debt / financial assets arising out of such debts of the Borrower and is meant for use by interested parties/ Bidders. Unauthorized reading, dissemination, distribution, publication or copying of this BPD is prohibited.

1.2. By this BPD, the Lenders invite eligible Bidders, to submit bids for the Debt of the borrower society towards the Lenders, subject to applicable laws and as per terms of this BPD ("**Bid**").

1.3. The transfer/ assignment under and/or pursuant to this BPD shall be considered to be a transfer of stressed asset in terms of the RBI Directions.

1.4. Lenders have absolute and unimpeachable rights with respect to all the matters including receiving, considering, accepting the Bid or transferring the Debt and such rights without limitation encompass the right not to receive, not to consider, not to accept the Bid and decide not to transfer the Debt. Lenders shall not entertain any claim from any Bidders in this regard.

1.5. The Bidder(s) or any of its employees, consultants, representatives, agents and such other person authorized to represent the Bidders ("**Authorized Persons**") shall not, without written consent of the Lenders/BOBCAPS contact, seek or attempt to seek any information regarding the Debt from any person including the borrower/other obligors. Nor should the Bidders or its Authorized Person(s) use the data or information provided by the Lenders/BOBCAPS to solicit any business from any person including the borrower/other obligors.

1.6. All requests for information, clarifications and questions shall be with respect to the Debt and shall be addressed to the Lenders/BOBCAPS and its authorized officers at Email ID agmarcsales@centralbank.bank.in and project.eta@bobcaps.in.

1.7. The information provided under this document and in the data room is provided in good faith and as available in the records of the Lenders. The opinion, if any, of the Lenders and its officials regarding the accuracy, adequacy and sufficiency of the data has been formed on the basis of records, as a person of ordinary prudence and does not represent opinion(s) of an expert. Lenders/BOBCAPS does not give any representation or warranty of accuracy or correctness of the information provided and/or to be provided. The Bidders are urged to conduct their own independent due diligence, investigation and analysis to arrive at their decisions regarding the above.

1.8. Each Bidder and its Authorized Persons must agree to comply with the terms of confidentiality undertaking ("**CU**") executed/to be executed between BOBCAPS and the Bidders in the prescribed format (**Annexure B**), in order to receive any further information pertaining to the Debt.

2. ELIGIBILITY CRITERIA FOR THE BID

The eligibility criteria for prospective Bidders, as approved by the Lenders, is as follows:

2.1 Persons eligible as per the RBI Directions are eligible to participate in the bid process as

prospective Bidders. The prospective Bidders that are eligible as per the RBI Directions are Scheduled Commercial Banks, All India Financial Institutions (NABARD, NHB, EXIM Bank, SIDBI and NaBFID), Small Finance Banks, Non-Banking Finance Companies (NBFCs) including Housing Finance Companies (HFCs) and Asset Reconstruction Companies (ARCs).

2.2 The prospective Bidders shall be duly registered under the applicable laws and be eligible for acquiring/ purchase of the Debt of the Borrower/ Society towards the Lenders, as per the applicable laws.

2.3 In case the prospective Bidder is an NBFC, it should be eligible for assignment of debt with valid RBI license, as per the applicable laws.

2.4 The prospective Bidder shall not be disqualified in terms of Section 29A of the Insolvency and Bankruptcy Code, 2016 ("**IBC**") as on date of submission of the Expression of Interest **("EOI")**, the date of submission of the offer or the date of implementing the offer, i.e. until complete implementation of actions under the assignment agreement that would be executed between the Lenders and the successful Bidder.

2.5 The prospective Bidders that are ARCs should be duly registered as per the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the applicable circulars/ directions/ notifications etc. issued by RBI.

The prospective Bidders shall be, subject to confirmation from the Lenders, provided access to the data room upon fulfillment of all of the above criteria, execution of CU and undertakings and any other document as provided in this BPD. A Bidder submitting the EOI and all supporting documents before another Bidder or even before the last date for submission of the EOI and supporting documents, may be provided access to the data room, as and when such Bidder is deemed to be eligible. No claim would be entertained in relation to some Bidders having more time than the others in relation to reviewing the information in the data room and all Bidders interested to be eligible Bidders may submit their EOI and supporting documents as soon as possible.

3. ANCHOR BID

3.1. Lenders having a total outstanding amounting to INR 249.85 Crore (Rupees Two Hundred and Forty-Nine Crores and Eighty-Five Lakh only) as on October 31, 2026 have received an offer for purchase and acquisition of the Debt of the Borrower towards the Lenders, for an amount of INR 135.00 Crore (Rupees One Hundred and Five Crores only) ("**Total Consideration**") on a 100% cash basis from an anchor bidder (such bid, the **"Anchor Bid"** and such bidder, the **"Anchor Bidder"**).

3.2. A brief snapshot of the sale/assignment of the Debt as given in the Anchor Bid is provided below:

Acquisition Cost	Rs. 135.00 Crore
Transaction Structure	100% Cash Basis
Mode of Acquisition	Absolute assignment and transfer of all Financial Assets on a non-recourse basis.

Acquirer	Anchor Bidder and/or the trust set up by it who are eligible to acquire and act as lender in respect of the Financial Assets.
Warranties & Representations of the Bank	1. It has the full corporate authority and power to enter this Binding Offer and execute any related documents required by the terms of the offer, and that this Binding Offer has been duly authorized by all necessary internal approvals. The Binding Offer, once accepted, shall be a valid and binding obligation of the Assignor. 2. It has complied with all applicable regulatory guidelines, including those under the Reserve Bank of India (RBI) and other governing authorities, in relation to the Loans and the assets being transferred. 3. All information provided by it in connection with the financial assets of Borrower/Obligor, including details of the Borrower(s), the Loans, associated documents, and other relevant data, is true, correct, and complete to the best of the Assignor's knowledge, and no material facts have been withheld from the Anchor Bidder. 4. To the best of its knowledge, there is no legal or regulatory proceedings pending including legal or regulatory notices issued (if any) against the Borrowers or the lenders regarding the Loans or the associated documents, except those disclosed by the lenders. 5. It will provide all Officially Valid Documents (OVDs), including updated KYC documents, last date of KYC updation, KYC Risk Categorization along with categorization date & rationale for the Borrower/Guarantors prior to the initiation of the auction process under the Swiss Challenge Method, as requested by the Anchor Bidder.

4. INVITATION FOR COUNTER BIDS

Based on the Anchor Bid, the eligible Bidders are invited to bid on comparable terms:

4.1. Eligible Banks/ NBFCs/ FIs or any other permitted transferees and ARCs, as per applicable law and the RBI Directions can participate on **100% Cash Basis**.

4.2. Particulars of Swiss Challenge Bidding Process:

Particulars	Value
Base Bid (Binding offer of Anchor Bidder)	INR 135.00 Crore
Minimum mark-up @ ~5.19% of the base bid	INR 7.00 Crore
Starting price for counter bidding under SCM	INR 142.00 Crore
Incremental amount (Bid multiplier) for inter-se bidding	INR 1.00 Crore
Refundable Participation Fee (RPF)	INR 13.50 Crore

5. BID PROCESS

5.1. Expression of Interest (EOI) along with other documents (**Annexure A**) shall be submitted by all the eligible Bidders expressing their willingness to participate in the Swiss Challenge Method. Confidentiality Undertaking (**"CU"**) is to be executed in favor of BOBCAPS in the prescribed format (**Annexure B**) and Undertaking for Compliance under Section 29A of IBC (**Annexure C**) is to be provided along with the EOI before due diligence could be initiated by the Bidders. Documents are to be submitted electronically vide email to agmarcsales@centralbank.bank.in and project.eta@bobcaps.in and and/or physically to **"Assistant Vice President, BOB Capital Markets Limited, B-1704, Parinee Crescenzo, G Block, BKC, Bandra (East), Mumbai 400051"**. The Bidders are requested to furnish their complete contact details with E-mail addresses for correspondence along with the EOI.

5.2. The Bidders are required to make payment of **Refundable Participation Fee ("RPF")** of **INR 13,50,00,000/- (Rupees Thirteen Crore and Fifty Lacs only)** to get access to Data Room. The RPF is to be remitted to Central Bank of India in the account mentioned below. The amount will be refunded to the Unsuccessful Bidders without any interest as per the timelines given below.

Account No.	3305322477
Bank and Branch	Central Bank of India, Arera Hills Bhopal
IFSC Code	CBIN023312

5.3. Lenders/BOBCAPS shall evaluate the EOI, Receipt of RPF, documents submitted with EOI, CU and undertakings submitted by the Bidders to ensure that the Bidders meet the eligibility requirements as mentioned in this BPD, to the satisfaction of the Lenders. The list of the Bidders would be presented to the Lenders for declaration of the list of eligible participants who could be allowed to place a bid in the e-auction process. Lenders reserve the right to examine EOIs, seek any additional information/documents and accept or reject any or all or some of them at their sole discretion

5.4. Upon declaration by the Lenders of the list of the prospective Bidders and upon execution of a valid CU, the Bidders will be provided with access to Physical Data Room (**"DATA ROOM"**), which will include details of the Society and its Debt.

5.5. Eligible Interested Participants may initiate Due Diligence Activity at Physical Data Room at Central Bank of India's Arera Hills Branch at 9 Arera Hills, Bhopal, Madhya Pradesh – 462011.

5.6. Information furnished in the data room shall not be deemed to be a representation about the Borrower/Debt and/or the quality of the assets of the Borrower/Debt. The Bidders shall conduct their own due diligence, investigation, analysis and independent verification. All costs and expenses incurred in relation to carrying out the due diligence study or any other process in furtherance of their interest to purchase of Debt shall be borne by the respective Bidders. The information provided in this BPD and/or in the Data room is provided in good faith and as available in the records of the Lenders. The opinion, if any, of the Lenders/BOBCAPS and its officials regarding the accuracy, adequacy and sufficiency of the data has been formed on the basis of records as a person of ordinary prudence and does not represent opinion of an expert. BOBCAPS/Lenders do not give any warranty of accuracy or correctness of the information. The Bidders are urged to conduct their own due diligence, investigation and analysis to arrive at their

decisions regarding the above.

5.7. The tentative time schedule for Bid Process is as under:

Particulars	Date#
Advertisement Date / Expression of Interest (**"EOI"**) start date	04-Nov-2026 (Wed)
Last Date of Submission of EOI along with other documents, Remittance of Refundable Participation Fees (RPF), CU and Undertaking by Bidder*	09-Nov-2026 (Mon)
Last date for accessing data room for due diligence by eligible participants (eligible participants who have submitted EOI along with RPF and all required documents to the satisfaction of Lender)	23-Nov-2026 (Mon) by 5:00 PM
Date of Swiss Auction (through E-Auction platform)$	25-Nov-2026 (Wed) (Timings will be shared separately)
Declaration of Highest Bidder (**"H1 Bidder"**)	25-Nov-2026 (Wed) (after closure of e-auction)
Exercise of right of first refusal (**"ROFR"**) by Anchor Bidder	26-Nov-2026 (Thu)
Declaration of Successful Bidder	26-Nov-2026 (Thu)
Refund of Participation Fee to Unsuccessful Bidders (Due Date) (Upon Receipt of Bank Account Details)	27-Nov-2026 (Fri)
Execution of Assignment Agreement	30-Nov-2026 (Mon)

* RPF, CU and Undertaking by Bidder to be submitted along with EOI.

$ E-auction shall be conducted only if there are two or more than two challenging bids on comparable terms and at the sole discretion of Lenders.

Other Notes:

a. The timelines mentioned are tentative and the Lenders have the sole discretion to extend or modify the timelines, and the timeline for subsequent events may be extended accordingly.

b. The timelines mentioned are tentative and depend on internal approval from the Lenders, as well as declared/undeclared holidays and any necessary legal clearances.

c. Access to the Data Room will be granted only after submission of the EOI along with RPF and other required documents within the stipulated time. The Data Room will be closed for access according to the specified timelines, unless the Lenders choose to extend it at their sole discretion. No Bidder shall have any right to or be entitled to seek any extension of timelines and any extensions will be granted at the sole discretion of the Lenders.

6. TERMS & CONDITIONS

6.1. The sale of the Debt is in accordance with the Swiss Challenge Method and is on **"as is where is"**, **"as is what is"**, **"as is how is"**, **"whatever there is"** and **"without recourse"** basis**.**

6.2. If no tenable EOI is received, the Lenders reserve the right to reckon the Anchor Bidder as the **"Successful Bidder"** and proceed accordingly. In such a scenario, the tentative schedule would be modified accordingly as mutually decided by the Lenders and the Anchor Bidder (Successful Bidder). In such a situation, the Lenders also reserve the right to negotiate with the Anchor Bidder

(Successful Bidder) for improvement in the bid amount.

6.3. The bid process shall be conducted through an e-auction mechanism. The details of the e-auction platform shall be communicated to the eligible Bidders in due course.

6.4. Training for participation in E-Auction may be provided to familiarize the bidders with E-Auction process. Any Bidder(s) not participating in training and/or "mock e-auction" shall do so at his own risk and it shall not be open for such Bidder(s) to make any complaint/grievance later.

6.5. A Bidder can bid multiple times during the currency of E-Auction and the latest bid would be considered for evaluation purpose.

6.6. The platform will reflect the highest bid ("**H1 Bid / Challenger Bid**") and the last bid placed by the Bidder itself. H1 Bid as reflected on platform would be the last highest bid amongst all Bidders in absolute value.

6.7. If there is no counter bid or if there is no participation in the E-auction by any person/Bidder, the Anchor Bid shall be the winning bid, subject to the approval of competent authorities of the Lenders.

6.8. The Anchor Bidder shall be invited to match H1 Bid/Challenger Bid on all cash basis. If the Anchor Bidder matches the H1 Bid/Challenger Bid or bids higher than the H1 Bid/Challenger then such bid shall become the winning bid and shall be declared as the **"Successful Bidder"**; else, the H1 Bid/Challenger Bid shall become the winning bid and shall be declared as the **"Successful Bidder"**, subject to the approval of competent authorities of Lender. Subsequent process of providing an opportunity to the Anchor Bidder to match the H1 Bid would be done at a later date and not at the time of E-Auction process.

6.9. For the E-Auction process, Lenders/BOBCAPS shall not have any liability towards Bidder(s) for any interruption or delay in access to site irrespective of the causes due to which such interruption and/or delay has occurred.

6.10. Lenders/BOBCAPS shall not be held responsible for consequential damages such as no power supply, system problems, inability to use the system, loss of electronic information, power interruptions, UPS failure, technical glitch etc.

6.11. E-Auction Platform shall be available for a period of 1 hour (60 minutes) or as may be decided by Lenders/BOBCAPS from the bid process start time. Thereon, if the bidding continues beyond the 50th minute, there will be an extension of time for 10 minutes from the last bid made and in case there is no bid made on the platform within the 10-minute time slot for the next bid, the bidding process shall conclude. Detailed E-Auction details and rules may be communicated at appropriate stage of the process.

6.12. No weightage will be given to other commercial terms such as management fee, recovery fee, upside sharing. However, these terms should not be inferior to Anchor Bid offer. The Lenders will have the right to negotiate with the Successful Bidder.

6.13. The Bid submitted in E-Auction is irrevocable and binding on the Bidders. By preferring to submit the Bid, the Bidders shall be deemed to have represented and warranted its financial capacity to undertake and complete the transaction contemplated by the Bid.

6.14. It is hereby clarified that the timelines provided in this BPD for Bid Process are tentative. Lenders may, at any time, without giving any reasons thereof, change/extend the deadlines/timelines.

6.15. Acceptance of the offers of H1 Bidder/Anchor Bidder shall be at the sole discretion of the Lenders and shall be subject to the approval of the competent authority of the Lenders.

6.16. Lenders/BOBCAPS (acting on the instructions of the Lenders) reserves the right to modify the terms of sale/cancel or modify the process and/or disqualify any party without assigning any reason and without any liability at any stage. The decision of the Lenders in this regard shall be final and binding.

6.17. Considering that the transfer/assignment of the Debt of the Borrower towards the Lenders is on **"as is where is"**, **"as is what is"**, **"whatever is there is"** and **"without recourse"** basis, the Lenders/BOBCAPS will not assume any operational, legal or any other type of risks relating to the loan exposure.

6.18. The Bidders are specifically requested and expected to verify at the time of due diligence, the updated position of principal and total dues for any changes that might occur in the interregnum.

6.19. The Bidders shall be deemed to represent and warrant that the ultimate transferee of the Debt is not the Societyt/guarantor or its affiliates. Further, along with the submission of EOI, a stamped undertaking to be furnished by the Bidder(s) declaring that they are eligible to acquire the Debt as per Section 29A of IBC.

6.20. Notwithstanding anything contained herein, the validity of Bid of H1 bidder shall be binding for 6 (six) months from the date of submission of Bid.

6.21. Upon approval of the Lenders, the H1 bidder shall be intimated by BOBCAPS/Lenders.

6.22. The acquirer (winning Bidder/successful Bidder) shall be under its own and sole obligation to follow applicable law and all extant guidelines/notifications issued by GoI/RBI/SEBI/IBA and/or any other regulators from time to time pertaining to transfer/assignment of stressed loan exposures.

6.23. The acquirer shall bear the expenses related to stamping, registration, or any other incidental expenses. Any taxes/fee/stamp duty/charges/costs/expenses that may be arising out of or in relation to participation in the bid process, SCM and/or the transaction otherwise shall be payable by the successful Bidder.

6.24. Lenders/BOBCAPS shall have the right to, regardless of participation of any Bidder, annul the SCM and run a challenge mechanism or undertake any other process for maximization of value.

6.25. The process may be terminated at any time at the sole discretion of the Lenders.

6.26. The winning Bidder/acquirer to specifically ensure that,

(a) Winning Bidder should not have any direct or indirect link/connections/ interest/relationship with the Society or its promoters/ guarantors/security providers and/or any of their related parties;

(b) Prospective acquirer should not take any considerations directly or indirectly from JSVGS or its promoters/ guarantors/security providers and/or any of their related parties;

(c) The proposed acquisition should not be funded and backed by the Society or its promoters/ guarantors/security providers and/or any of their related parties.

6.27. Any extension in timelines/modifications in the content of this BPD will not necessarily be carried out through another advertisement but may be notified directly on the website of Lenders/BOBCAPS and Bidders should regularly visit the website to keep themselves updated regarding clarifications, modifications, amendments or extensions.

6.28. Once the process is cooncluded, the deed of assignment and other legal formalities will be completed in the shortest possible time as mutually agreed upon and in any case within the timeline specified herein above (including any extension thereof). After completion of legal formalities, the Successful Bidder may arrange to take over the relative correspondence mentioned above and other legal documents including the available details of the litigations/proceedings from the concerned branches of the respective Lenders at a mutually convenient date and time, but preferably within 15 (fifteen) days from the date of execution of the Deed of Assignment. If any document has been executed/deposited with the Lenders on behalf of or jointly with other institutions/banks, such documents shall either be handed to any of such participating institution/ bank or released by the Lenders to the Acquirer/transferee, after receipt of NOC from all such concerned institutions/banks/parties.

6.29. For any further information, interested bidder may please contact the Process Advisor (**"BOBCAPS"**) officials – Mr. Wasim Shaikh at +91 8976771242 / Mr. Hemant Gupta at +91 9819436276 (mail id: project.eta@bobcaps.in) or officials from Central Bank of India - Mr. Ashish Shrivastava at +91 7506982250 (mail id: dgmrecovery2@centralbank.bank.in) / Mr. Mrigank Jha at +91 9161538666 (mail id: agmarcsales@centralbank.bank.in).

6.30. Notwithstanding anything contained hereinabove, Lenders reserve the right to examine the EOI and accept or reject any or all or some of the EOIs at their sole discretion, and neither this BPD nor delivery of an EOI nor the consideration thereof by Lenders shall be construed as creating any kind of right or interest in any interested party to be considered any further in the process or entitle them to any recourse against the Lenders.

6.31. Notwithstanding anything contained in this Bid Process Document, neither BOBCAPS/ the Lenders, nor their directors, employees, representatives or its advisors accept any duty of care, responsibility or liability or obligation whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, sufficiency, completeness or reliability of the information, and shall incur no liability or obligation or responsibility whatsoever under any law, statute, rules or regulations or in equity as to the accuracy, correctness, sufficiency, reliability or completeness of this publication, even if any loss or damage is caused by any act or omission on the part of BOBCAPS/ the Lenders or its employees or its advisors, whether negligent or otherwise.

7. MISCELLANEOUS

7.1. At any time prior to the submission of the Bid, BOBCAPS may, at the instructions of the Lenders, for any reason whatsoever, amend, modify or supplement this BPD

7.2. Acceptance of the offers of Bidders shall be at the sole discretion of the Lenders and shall be subject to the approval of the competent authority of the Lenders.

7.3. While the terms and conditions set out under this BPD shall be binding on the Bidders, the terms of the Bid and/or documents submitted pursuant hereto shall not create any binding obligations unto the Lenders and/or the BOBCAPS. The Bidder(s) hereby agree and releases BOBCAPS, the Lenders, and representatives of BOBCAPS and the Lenders, irrevocably, unconditionally, fully and finally, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations set out under this BPD, and / or in connection with the Bid Process, and waives any and all rights and / or claims the Bidder may have in this respect, whether actual or contingent, whether present or in future.

7.4. BOBCAPS (acting on the instructions of the Lenders) reserves the right to modify the terms of sale/ cancel or modify the process and/or disqualify any party without assigning any reason and without any liability at any stage.

7.5. The Bidders are specifically requested and expected to verify at the time of due diligence, the updated position of principal and total dues for any changes that might occur in the interregnum.

7.6. The Bidders shall be deemed to represent and warrant that they do not have any Conflict of Interest and that the ultimate purchaser of the Lenders' Debt is not the Society or any other related party prohibited under the RBI Master Directions.

7.7. **Fraudulent and corrupt practices**

- The Bidder and their respective officers, employees, agents, advisors shall observe the highest standard of ethics during the Bid Process and subsequently during the negotiations and execution of the Agreements. Notwithstanding anything to the contrary, contained in this Bid Document, or in the Letter of Award, the Lenders may reject the Bid, revoke the Letter of Award, as the case may be, without being liable in any manner whatsoever to the Bidder, if the Lenders determine that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid Process. In such an event, the Lead Bank shall forfeit the RPF, without prejudice to any other right or remedy that may be available to BOBCAPS or the Lenders under this Bid Document or Applicable Laws.

- For the purposes of this clause 7.9, the following terms shall have the meaning hereinafter respectively assigned to them:

  - "**Coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid Process;

  - "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Lenders who is or has

been associated or dealt in any manner, directly or indirectly with the Bid Process or the execution of the Agreements or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Lenders, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or engaging in any manner whatsoever, whether during the Bid Process or after issuance of Letter of Intent or after the execution of the Agreements, as the case may be, any person in respect of any matter relating to the Society or the execution of the Agreement, who at any time has been or is a legal, financial or technical adviser of the Lenders in relation to any matter concerning the Bid;

- "**fraudulent practice**" shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid Process;

- "**restrictive practice**" shall mean forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the Bid Process; and

- "**undesirable practice**" shall mean (i) establishing contact with any person connected with or employed or engaged by BOBCAPS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a Conflict of Interest.

7.8. The Successful Bidder shall comply with all Applicable Laws in respect of the Bid Process.

7.9. The Successful Bidder shall bear the expenses related to stamping, registration, or any other incidental expenses with respect to the Agreements and/or any other documents required for consummation of the Proposed Transaction.

7.10. The payment of all statutory/ non-statutory dues, taxes, rates, assessments, charges, fees etc., owing to anybody in respect of this Proposed Transaction, shall be the sole responsibility of the Successful Bidder.

7.11. The Lenders reserve the right to declare the account of the Borrower as fraud on a future date even after assigning the Lenders' Debt in terms of the Master Directions.

7.12. Lenders/ BOBCAPS (acting on instruction of the Lenders) shall have the right to negotiate with any other Bidder, run a challenge mechanism or undertake any other further process for maximization of bids.

7.13. Any extension in timelines/ modifications in the content of this Bid Document will not necessarily be carried out through another advertisement but may be notified directly on the DATA ROOM or shared through E-mail with Bidders. The Bidders should keep themselves updated regarding clarifications, modifications, amendments or extensions.

7.14. The Bidders or any of its employees, consultants, representatives, agents and such other person authorized to represent the Bidders shall not, without written consent of the Lenders/ BOBCAPS, contact, seek or attempt to seek any information regarding the borrower from any person including the borrower/ other obligors. The Bidders or its authorized persons shall not use the data or information provided by the Lender/ BOBCAPS to solicit any business from any person including the / other obligors.

7.15. The information provided under this document is provided in good faith and as available in the records of the Lenders.

7.16. This BPD and the Bid Process shall be governed by, and construed in accordance with, the laws of India and the courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with this BPD and / or the Bid Process.

Annexure – A: EXPRESSION OF INTEREST (EOI)

(On the Letter Head of the prospective Bidder)

Dated: _____

To,

BOB Capital Markets Ltd.

17th Floor 1704 – B Wing,

Parinee Crescenzo, BKC, Bandra East,

Mumbai – 400051, Maharashtra.

project.eta@bobcaps.in

Sub: Expression of Interest (EOI) for Sale/Assignment of Outstanding Debt of M/s Jain Sarvodaya Vidhya Gyanpeeth Samiti/Financial Assets Arising out of such Debt.

We refer to advertisement dated November 4, 2026 and the Bid Process Document dated November 4, 2026 on the proposed sale/assignment of total outstanding debt of the Borrower towards the Lenders, of Jain Sarvodaya Vidhya Gyanpeeth Samiti (**"JSVGS"** or "**Society**") / financial assets arising out of such debt with total outstanding of INR 249.85 Crore (Rupees Two Hundred and Forty-Nine Crores and Eighty-Five Lakhs only) as on Ocvtober 31, 2026. We hereby confirm our intention to proceed with the execution of Confidentiality Undertaking, Undertaking and other documents and to conduct due-diligence on the Borrower by accessing the Virtual Data Room set-up by you. This is to confirm that:

This EOI is made with full understanding that:

1. The offer/Bid to be made by us will be unconditional, irrevocable and binding on us in all respects.
2. The Lenders/Process Advisor reserve the right to reject or accept any offer, cancel the process for the proposed sale/assignment of outstanding debt of Borrower at any stage without assigning any reason, and/or accept or reject any EOI.
3. We confirm to comply with applicable law and all extant guidelines/ notifications issued by Securities and Exchange Board of India/ Reserve Bank of India/ Indian Banks' Association and/or any other regulators from time to time pertaining to sale/assignment of outstanding debt/ financial assets arising out of such debts of the Borrower towards the Lenders.
4. We also confirm having read and understood and we agree to abide with all the terms of advertisement dated November 4, 2026 ("**Advertisement**") and Bid Process Document dated November 4, 2026 for sale/assignment of outstanding debt / financial assets arising out of such debts of the Borrower, read along with amendments, corrigendum, clarifications, modifications if any.
5. We hereby confirm that we have adopted fair practices code in compliance with Reserve Bank of India notifications issued from time to time, as applicable.
6. We further confirm that we are eligible to bid as per the Bid Process Document.
7. We hereby confirm that we are in compliance with and shall continue to comply with the Reserve Bank of India (Commercial Banks – Transfer and Distribution of Credit Risk) Directions, 2025, and as amended from time to time (**"RBI Directions"**).
8. We are eligible and have the capacity to conclude the purchase of outstanding debt / financial assets arising out of such debts of the Borrower in accordance with the applicable laws and regulations of India.

9. Subject to our findings and pursuant to the due diligence review, we intend to participate in the e-auction for the sale/assignment of the outstanding debt of the Borrower and submit a counter bid.
10. We have the financial capacity to undertake the purchase of the loan account of the Borrower, should our counter bid be accepted and there are no restrictions and/or prohibitions of any type preventing us from bidding or participating in the process.
11. In undertaking this Transaction, we have no conflict of interest with and are not related, directly or indirectly, to lenders of the consortium or any of its' officer/s.
12. We neither belong to the existing managing committee/ member of the borrower society and are not a subsidiary/ associate/ related party etc. (domestic as well as overseas) of any person belonging to the existing managing committee or any of the members of the Debtor.
13. We do not have any direct or indirect link/connections/interest/relationship with JSVGS/ its guarantors and/or any of their related parties.
14. The executed CU as per the format prescribed in the Bid Process Document is annexed to this EOI.
15. We agree and are aware of the fact that the DATA ROOM access shall be provided only on the submission of EOI along with the RPF and supporting documents including but not limited to CU.
16. We further undertake that the information furnished by us in this EOI and other documents submitted in connection therewith is true, correct, complete and accurate.
17. We further understand that the Lenders/BOBCAPS reserve the right to cancel or modify the process and/or disqualify any interested party without assigning any reason and without any liability. We will regularly visit the website of the Lead Bank/BOBCAPS to keep ourselves updated regarding clarifications/ amendments/ time-extensions, if any.
18. Details of our Contact person/Authorized Signatory with address, Contact no. and Email ID.

Name	**Designation**	**E-mail**	**Contact No.**

19. All the capitalized terms used herein but not defined shall have the meaning assigned to such terms under the Bid Process Document.

With regards,
For and on behalf of

<Authorized Signatory>

- -

Documents to be submitted along with EOI
[Note: The details set out below are to be provided for each of the members]

A. Name and Address:

1. Name of the Firm/Company/Organization:
2. Address:

3. Telephone No:
4. Email:

B. Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA). Copy of PAN card, GSTIN or equivalent documents.

C. Date of Establishment:

D. Prospective Bidder Profile:

1. Profile of Bidder (Promoter and Promoters group, Key Managerial Personnel, Shareholders & Shareholding Pattern).
2. RBI registration Certificate/other Regulatory Authorities' Certificate as applicable.
3. Latest net-owned funds / net worth Certificate as per the most current audited annual financial statements.
4. Financial Profile of the Bidder (annual reports/audited financial statements for last 3 financial years).
5. Resolution of Board of Directors / Power of Attorney ('POA') duly supported by the board resolution authorizing the signatory of this EOI.
6. Any other documents, as may be required as per regulatory requirement and/or by IB/Lenders.

Annexure – B: CONFIDENTIALITY UNDERTAKING

(To be executed on stamp paper with such value as applicable in the relevant state of execution)

Dated:

This Confidentiality Undertaking **("Undertaking")** is made and entered at _____, on this _____ day of _____, 2026;

BY

_____, a _____ [constitution] incorporated under the provisions of _____ [Name of the Act], with _____ [Registration Number/ CIN/ LLPIN] and having its registered office at [●] (hereinafter referred to as "**Receiving Party**", which expression shall unless repugnant to the context include its successors and permitted assigns) of the ONE PART;

IN FAVOUR OF

BOB Capital Markets Limited, a Company incorporated under the provisions of Companies Act, 1956, with corporate identity number U65999MH1996GOI098009 and having its registered office at 17th Floor, 1704, B Wing, Parinee Crescenzo, G Block, Bandra Kurla Complex, Bandra East, Mumbai, 400051, Maharashtra, India. (hereinafter referred to as **"Disclosing Party"**, which expression shall unless repugnant to the context include its successors and permitted assigns) of the OTHER PART;

The Disclosing Party and the Receiving Party may hereinafter be referred to collectively as "**Parties**" and individually as a "**Party.**

WHEREAS:

I. Jain Sarvodaya Vidhya Gyanpeeth Samiti (**"JSVGS"** or "**Society**" or **"Borrower"**) had availed certain credit facilities from a consortium of lenders inter-alia including Central Bank of India, Canara Bank and Punjab National Bank (Erstwhile Oriental Bank of Commerce), (hereinafter collectively referred to as the **"Lenders"** or **"Consortium of Lender"**). JSVGS is default in repayment of its debt that is owed to the Lenders.

II. Subsequently, the Lenders has received an offer from an anchor bidder to acquire the outstanding debt/financial assets arising out of such debt of the JSVGS towards the Lenders.

III. Disclosing Party has been mandated by the Lenders to assist and advise the Lenders on the bid process and all matters incidental thereto in connection with outstanding debt of JSVGS/financial assets arising out of such debt under Swiss Challenge Method.

IV. As per Clause 62 of the Reserve Bank of India (Commercial Banks – Transfer and Distribution of Credit Risk) Directions, 2025 of the Reserve Bank of India **("RBI Directions")**, a price discovery mechanism through Swiss Challenge must be adopted by the banks in a transfer of stressed loans transaction. Accordingly, Disclosing Party authorized by Lenders vide advertisement dated November 04, 2026 invited expression of interest from prospective eligible bidders, under Swiss Challenge Method for price discovery.

V. The Receiving Party is desirous of acquiring the debt of the Borrower under the Swiss Challenge Method and is accordingly, executing this Undertaking in favour of Disclosing Party (on behalf of the Lenders) on the terms as set out herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows.

1. DEFINITIONS

1.1 "**Confidential Information**" shall mean and include any information disclosed/shared in connection with the Proposal by the Disclosing Party to the Receiving Party, which is specifically marked as "Confidential". Confidential Information does not include any information which: (i) already is or becomes public knowledge through no fault of Receiving Party, or (ii) is already available with the Receiving Party, or (iii) is independently developed by the Receiving Party without using and/or referring to the Confidential Information. Confidential Information disclosed/exchanged in connection with the Proposal and the fact of discussion of Proposal shall not be shared with any person, party, firm or entity, other than: (i) the officials, employees, professional advisors, sub-contractors of the Receiving Party or such other third parties who have reason to require access to such Confidential Information for its use only in connection with the Proposal(s), provided they are bound by a similar duty of confidentiality, which exists under this Agreement, and/or (ii) courts/tribunals/regulatory/statutory authority who require the Receiving Party to disclose the Confidential Information, provided however that the Receiving Party shall, on best effort basis, inform the Disclosing Party of having received such an order/request, unless otherwise prohibited by law and/or the nature of such proceedings do not allow the Receiving Party to inform the Disclosing Party.

2. DISCLOSURE, USE AND RESTRICTIONS

2.1 The Receiving Party shall use the Confidential Information solely in connection with the Purpose identified hereinabove to explore a potential business relationship between the Parties.

2.2 The Receiving Party agrees:

(a) to maintain in confidence all Confidential Information of the Disclosing Party and not use such Confidential Information other than as necessary to carry out the Purpose;

(b) not to disclose any Confidential Information to any person except the Receiving Party's employees, directors, professional advisors and/or independent contractors who have a need to know for the above stated Purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement;

(c) to treat all Confidential Information of Disclosing Party with the same degree of care that the Receiving Party accords its own Confidential Information, but in no case less than reasonable care;

(d) to prevent the unauthorized use, dissemination or publication of the Confidential Information;

(e) not to copy or reproduce any or all of the Confidential Information except as is reasonably necessary for the Purpose with prior intimation to Disclosing party; and

(f) not to disclose to any person (other than permitted herein) the fact that Confidential Information has been made available, the contents and existence of this Agreement, that negotiations/discussions are taking place or any terms, conditions and status thereof.

2.3 The Receiving Party confirms that it has in place reasonable safeguards against the unauthorized disclosure of the Confidential Information such that it can comply with the provisions of this Agreement and agrees that, without prejudice to the foregoing, it shall protect the Confidential Information in at least the same manner and to at least the same degree that it protects its own confidential information, but shall in no event, employ less than reasonable degree of care. The Receiving Party further agrees to inform its employees having access to Confidential Information of the obligations hereunder.

2.4 The disclosure of Confidential Information by the Disclosing Party will not create an obligation on either Party to enter into any further agreement or to proceed with any possible relationship or other transaction.

2.5 Nothing contained in this Agreement shall be construed as creating a joint venture, principal-agent, partnership or employer-employee relationship between the Parties, it being understood that the Parties are independent contractors vis-à-vis one another. Except as specified herein, no Party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other Party hereto.

2.6 There shall not be any deemed license or assignment of any and all tangible or intangible rights over the Confidential Information by virtue of its disclosure/exchange under this Agreement. Ownership of Confidential Information will remain with the Disclosing Party in all circumstances.

3. EXCLUSIONS

3.1 The Receiving Party shall be under no obligation of maintaining confidentiality of Confidential Information as per provisions of clause 2 above if the information:

(a) was in the Receiving Party's possession before receiving the same from the Disclosing Party pursuant to this Agreement;
(b) is or becomes a matter of public knowledge through no fault of the Receiving Party;
(c) is rightfully received by the Receiving Party from a third party without a duty of confidentiality;
(d) is independently developed by the Receiving Party;
(e) is disclosed by the Receiving Party with the Disclosing Party's prior written approval; or
(f) is disclosed under operation of law.

3.2 If Receiving Party is served with a valid court or governmental order that explicitly requires such disclosure of any part of the Disclosing Party's Confidential Information, the Receiving Party shall, unless prohibited by law, promptly notify the Disclosing Party of that fact, with a view to providing the opportunity for Disclosing Party to contest such disclosure or otherwise to agree the timing and content of such disclosure. Such notice shall be accompanied by a copy of the court order/legal or regulatory request or similar process.

4. OWNERSHIP

4.1 All Confidential Information of the Disclosing Party shall remain the sole and exclusive property of the Disclosing Party, and no license, interest or rights (including, without limitation, any intellectual property rights) to the Confidential Information, or any copy, portion or embodiment thereof, is granted or implied. Nothing in this Agreement shall limit in any way a Party's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

4.2 All Confidential Information disclosed hereunder shall remain at all times the property of the Disclosing Party.

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

5. TERM

This Agreement shall be effective from the date of signing ("**Effective Date**") and shall remain valid until the completion of the Purpose or the signing of the definitive agreement whichever is earlier from the date of this Agreement ("**Validity Period**"). Notwithstanding anything contained herein, the obligations of the Receiving Party in relation to maintaining confidentiality of the Confidential Information shall survive the termination or expiration of this Agreement.

6. RETURN OF CONFIDENTIAL INFORMATION

6.1 Upon termination/expiry of the Validity Period, Parties shall return/destroy all Confidential Information within 45 days of receiving the notice of termination/expiry of the Validity Period, whichever is earlier. Provided that the Receiving Party may retain such Confidential Information, which it is required to retain as per applicable laws and/or which gets stored automatically as per back up processes. Provided further that the Receiving Party shall be bound by the terms of this Agreement, till such information is retained as per this clause.

6.2 If the Purpose contemplated by this Agreement is not consummated, the Receiving Party agrees to return or destroy all documents, notes and electronically recorded data and / or copies of the same containing the Confidential Information.

7. REMEDY

7.1 A breach by the Receiving Party of any of the provisions contained in this Agreement may result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy at law, and the Disclosing Party shall be entitled to equitable or injunctive relief and/or a decree for specific performance (in addition to all other remedies which may be available to it at law), and such other relief as a court may deem just and proper.

7.2 In no event shall either Party be for liable any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages including loss of goodwill or business profits, work stoppage etc.

8. INDEMNITY

The Receiving Party shall indemnify and hold harmless the Disclosing Party, its affiliates, directors, employees, agents and representatives at all times, from and against any and all claims, actions, losses, damages, penalties, liabilities, costs, charges, expenses in relation to suits, or proceedings of whatever nature suffered by them due to any breach by Receiving Party of its obligation under this Agreement.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and entrusted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts of Mumbai, India.

10. DISPUTE RESOLUTION

In case there is a dispute or differences between the Parties regarding this Agreement, the dispute / differences shall be referred to a sole Arbitrator to be appointed mutually by both the Parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, including the statutory amendments thereof. The arbitration proceedings shall be conducted in English language and the seat and venue of such Arbitration shall be Mumbai, India.

11. MISCELLANEOUS PROVISIONS

11.1 Amendment: No modification, amendment or waiver of any provision of the terms of this Agreement shall be effective unless it is made in writing and duly signed by each of the parties hereto.

11.2 Counterparts: This Agreement may be executed in any number of counterparts. Each counterpart together shall constitute one and the same instrument.

11.3 Entire Agreement: This Agreement constitutes the entire understanding between the Parties with regard to the disclosure of the Information relating to the Purpose. This Agreement supersedes all oral or written agreements, understandings and representations between the Parties (whether made prior to or at the same time as this Agreement).

11.4 Notice: Any notice under this Agreement will be written in English and will be either delivered in person, or sent to the other Party by (a) postal mail, (b) facsimile (electronically confirmed and followed up immediately by postal mail), or (c) electronic mail (followed up immediately by postal mail). A notice is considered given when it is delivered (which in the case of a facsimile or email shall be when the follow up copy of the facsimile or email sent by postal mail is delivered). For the purposes of this Agreement, the address of each Party shall be the address mentioned hereinabove.

11.5 Non-Assignment: Neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder, to any third party, without the prior written consent of the other Party.

11.6 Severability: Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

11.7 Waiver: No delay or omission by any Party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives.

SIGNED AND DELIVERED
For

_____
Name:
Designation:

Annexure – C: UNDERTAKING BY BIDDER

(To be executed on stamp paper with such value as applicable in the relevant state of execution)

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

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

IN FAVOUR OF

BOB Capital Markets Limited, a Company incorporated under the provisions of Companies Act, 1956, with corporate identity number U65999MH1996GOI098009 and having its registered office at 17th Floor, 1704, B Wing, Parinee Crescenzo, G Block, Bandra Kurla Complex, Bandra East, Mumbai, 400051, Maharashtra, India. (hereinafter referred to as **"BOBCAPS"** which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS:

I. Jain Sarvodaya Vidhya Gyanpeeth Samiti (**"JSVGS"** or "**Society**" or **"Borrower"**) had availed certain credit facilities from a consortium of lenders inter-alia including Central Bank of India, Canara Bank and Punjab National Bank (Erstwhile Oriental Bank of Commerce) (hereinafter collectively referred to as the **"Lenders"** or **"Consortium of Lender"**). JSVGS is default in repayment of its debt that is owed to the Lenders.

II. Subsequently, the Lenders has received an offer from an anchor bidder to acquire the outstanding debt/financial assets arising out of such debt of the JSVGS towards the Lenders.

III. BOBCAPS, has been mandated by the Lenders to assist and advise the Lenders on the bid process and all matters incidental thereto in connection with outstanding debt of JSVGS/financial assets arising out of such debt under Swiss Challenge Method.

IV. As per Clause 62 of the Reserve Bank of India (Commercial Banks – Transfer and Distribution of Credit Risk) Directions, 2025 of the Reserve Bank of India **("RBI Directions"**), a price discovery mechanism through Swiss Challenge must be adopted by the banks in a transfer of stressed loan transaction. Accordingly, BOBCAPS authorized by Lenders vide advertisement dated November 04, 2026 invited expression of interest from prospective eligible bidders, under Swiss Challenge Method for price discovery.

V. As per the RBI Directions, the transferee of the debt/financial assets arising out of such debt must not be any person ineligible or disqualified under the provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016 (**"IBC"**).

The Executant is desirous of acquiring the debt of the Borrower under the Swiss Challenge Method and is accordingly, executing this Undertaking in favour of BOBCAPS (on behalf of the Lenders) on the terms as set out herein;

NOW THIS UNDERTAKING WITNESSETH AS UNDER: -

The Executant hereby agrees, confirms and undertakes that:

1. the Executant is eligible and not disqualified by section 29A of the IBC from submitting a bid to acquire the debt/financial assets arising out of such debt of the Borrower under the Swiss Challenge Method.

2. the source of funds of the Executant for purchase/assignment of such debt/financial assets arising out of such debt of the Borrower, are and shall be in compliance with Section 29A of the IBC.

3. the Executant does not have any direct or indirect nexus/ connections/ interest/ relationship with the Borrower or its promoters/ guarantors/ security providers and/ or any of their related parties;

4. the Executant has not and shall not take any considerations in respect to the transactions contemplated, directly or indirectly from JSVGS or its promoters/ guarantors/ security providers and/or any of their related parties;

5. the proposed acquisition shall not be funded and backed by JSVGS or its promoters/ guarantors/ security providers and/ or any of their related parties and the ultimate transferee shall not be the Borrower/ its promoters/ guarantor and/or its affiliates.

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

For and on behalf of

(Name of the Bidder)

_____
Name: _____
Title: _____

Annexure – D: LENDERS OF JSVGS

No.	Name of Lenders	Total Outstanding* (INR in Crore)	Remarks
1	Central Bank of India	122.34	Balance as on October 21, 2026
2	Canara Bank	120.28	Balance as on October 21, 2026
3	Punjab National Bank (Erstwhile Oriental Bank of Commerce)	7.23	Balance as on October 21, 2026
	Total	**249.85**	