



BID PROCESS DOCUMENT

FOR SALE/ASSIGNMENT OF OUTSTANDING DEBT
OF M/s GANNON DUNKERLEY & COMPANY LIMITED TO
ARCS/NBFCs/FIs/BANKS OR ANY OTHER PERMITTED TRANSFEREE

Issued by the Lenders of Gannon Dunkerley & Company Limited through:

5/30/25

v1.0



BOBCAPS

TRUST | INNOVATION | EXCELLENCE

(A Wholly owned subsidiary of Bank of Baroda)

BOB Capital Markets Limited

1704-B Wing, Parinee Crescenzo, BKC,
Bandra (East), Mumbai 400051, MH, India.

DISCLAIMER AND IMPORTANT NOTICE

*This document shall be referred to as the Bid Process Document (“BPD”) for sale/assignment of outstanding debt / financial assets arising out of such debt (“Debt”) of M/s. Gannon Dunkerley & Company Limited (hereinafter referred to as the “GDCL” or “Company”) pertaining to the credit facilities advanced by the consortium of lenders, led by State Bank of India (“Lead Bank”) to Asset Reconstruction Companies (“ARCs”) / Banks/ Non-Banking Financial Corporations (“NBFC”) / Financial Institutions (“FIs”) or any other transferees permitted under the guidelines issued by Reserve Bank of India (“RBI”), including the Master Direction - Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021 (“RBI Directions”) (“Bidders”). Details of the Debt have been provided in **Annexure F** hereto. The consortium of lenders comprises of State Bank of India, Punjab National Bank (erstwhile Oriental Bank of Commerce), Union Bank of India (erstwhile Corporation Bank), and UCO Bank (collectively referred to as the “Lenders” or “Consortium Lenders”). BOB Capital Markets Limited (“BOBCAPS” or “Process Advisor”) has been mandated by the Lenders for assisting and advising the Lenders on the bid process & matters incidental thereto in connection with the sale/assignment of debt / financial assets arising out of such Debt of GDCL along with underlying security, under a Swiss Challenge Method (“SCM”) to eligible Bidders under the RBI Directions.*

This BPD is being floated by the BOBCAPS under instructions from the Lenders. The process will be run by the BOBCAPS as per the instructions of the Lenders.

The purpose of this BPD is to provide information to prospective Bidders, in respect of the sale/assignment of outstanding debt / financial assets arising out of such debts of the Company and the process to be followed in respect to the same.

It is presumed and understood that by participating in this process, each of the Bidders have carried out / will carry out their own independent due-diligence and assessment in respect of any or all matters, information, statements, etc. covered or sought to be covered or contained in this BPD and any information or documents that may be provided by BOBCAPS during the course of the process pursuant to this BPD. Bidders should form their own views as to whether information provided herein or any information that may be provided by BOBCAPS separately is relevant to any decisions that they take and should make their own independent assessment in relation to any additional information that they may require.

The Bidders must note that the sale/assignment of outstanding debt / financial assets arising out of such debt of the company will be on an “as is where is”, “as is what is”, “as is how is”, “whatever there is” and on a “without recourse” basis and under the SCM in terms of RBI Directions, as amended from time to time. Completion of the sale and purchase of the outstanding debt of the company/ financial assets arising out of such debt of the company shall be at the sole discretion of the Consortium Lenders irrespective of whether base bids, counter bids have been received or whether a winning bid has been declared, subject to the extant RBI Directions.

The Bidders should note that they must have the capacity and be legally competent to enter into and conclude the transaction for purchase of outstanding debt / financial assets arising out of such debts of the Company, in compliance with all applicable laws, including all regulations, directions and guidelines framed by the RBI in this regard from time to time, including the RBI Directions.

The information contained in this BPD or any other information which may be provided to Bidders is subject to change, without prior notice. Lenders/ BOBCAPS may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged sale/ assignment process mentioned hereunder.

E-Auction process envisaged in this BPD shall be subject to final approval by the competent authorities of the Lenders. Lenders / BOBCAPS reserves the right to cancel, amend or modify the process and / or disqualify any

Bidder(s)/ interested party without assigning any reason and / or accept or reject the Anchor Offer, any counter-offer without incurring any liability or costs. The decision of the Lenders in this regard shall be final and binding. This is not an offer document and nothing contained herein shall constitute a binding offer or a commitment to sell and/or assign any debt of the Company. Bidders should regularly visit the Lead Bank's and Process Advisor's website to keep themselves updated regarding clarifications/ amendments/ modifications/ time-extensions or any other updates in the relation to the process, if any. Details including amendments, if any, shall be available on the Lead Banks's (<https://bank.sbi>) and the Process Advisor's website (www.bobcaps.in).

Bidders shall be independently obligated to follow all the requirements under applicable laws including but not limited to extant guidelines/notifications issued by Securities and Exchange Board of India ("SEBI")/ Indian Banks' Association ("IBA")/ Government of India ("GOI") and/or any other regulators, as applicable from time to time, pertaining to transfer of stressed loans/debts/exposure/NPAs. It shall be deemed that by submitting the bid, the Bidders have read and understood and have made a complete, independent and careful examination of all the information given in the Advertisement dated 30th May, 2025 and the BPD, pertaining to the sale/assignment of debt/financial asset and have conducted their own due diligence in respect of the same and are fully convinced and have satisfied themselves about the outstanding debt/financial assets arising out of such debts and marketability, enforceability and nature of the underlying securities, etc. Lenders / BOBCAPS shall not be responsible or liable for any consequences arising thereto or relating to the above.

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1. GENERAL INFORMATION

- 1.1. This Bid Process Document ("**BPD**") is for sale/assignment of the outstanding debt / financial assets arising out of such debts of the Company 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, 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 Company/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 Company/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 via email at agm4infra2.sarg@sbi.co.in and projectepc@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 Non-Disclosure Agreement /Confidentiality Undertaking ("**CU**") executed/to be executed between BOBCAPS and the Bidders in the prescribed format (**Annexure C**), 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, all non-banking finance companies (NBFC) including housing finance companies (HFC) and asset reconstruction companies (ARC).
- 2.2 The prospective Bidders shall be duly registered under the applicable laws and be eligible for purchase of the

Debt, as per the applicable laws.

- 2.3 In case the prospective Bidders is an NBFC, they 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 EOI, the date of submission of the offer and 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 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 Fund-based principal outstanding of Rs. 836.94 crore (Rupees Eight Hundred Thirty-Six Crore and Ninety-Four Lakh Only) and Non-Fund Based outstanding of Rs. 555.08 Crore (Rupees Five Hundred Fifty-Five Crore and Eight Lakh Only) as on 31st March, 2025 aggregating to Rs. 1,392.02 crore (Rupees One Thousand Three Hundred Ninety-Two Crore and Two Lakh Only) have received an offer for purchase and acquisition of the Debt for an amount of Rs. 600.00 crore ("**Total Consideration**") on a Cash: Security Receipts ("**SR**") structure of 15:85 from an anchor bidder (such bid, the "**Anchor Bid**" and such bidder, the "**Anchor Bidder**").
- 3.2. As per the Cash: SR structure the Anchor Bidder has agreed to pay 15% of the Total Consideration offered, upfront and the balance 85% through issuance of SRs.
- 3.3. As per the Anchor Bidder estimates, based on the financial due diligence, post redemption of SRs, the Anchor Bidder expects an additional net recovery of ~Rs.100 Cr for Lenders (Estimated upside), over the offer price. It is further clarified that any amount recovered over and above the estimated upside as mentioned above, shall also be shared between Anchor Bidder and other SR holders (i.e. Lenders) in the ratio of 15:85.
- 3.4. Proposed offer price has also factored non-fund based o/s in the books of lenders (if any). Anchor Bidder has assumed that it will remain in the books of the respective lenders at the time of assignment and once BG/LC or any other non-fund based facilities, gets devolved/ invoked and converted into Fund Based facility, it will be transferred/ assigned to Anchor Bidder without any further consideration. Bidders are also required to include the non-fund based facilities as part of their Bid, similar to the terms mentioned hereinabove.
- 3.5. A brief snapshot of the sale/assignment of the Debt as given in the Anchor Bid is provided at **Annexure A**.

4. INVITATION FOR COUNTER BIDS

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

- 4.1. Eligible ARCs/Banks/NBFCs/Fls or any other permitted transferees, as per applicable law and the RBI Directions shall participate on **100% Cash Basis**.
- 4.2. Particulars of Swiss Challenge Bidding Process:

Base Bid (Binding offer of Anchor Bidder)	Rs. 600 crore
Minimum mark-up at each level @ 10% of base bid	Rs. 60 crore
Starting price for counter bidding under SCM	Rs. 660 crore
Incremental amount (Bid multiplier) for inter-se bidding	Rs. 30 crore
Discount rate for arriving at NPV in case other bidders submit bid on 100% Cash Basis	Discounting rate for SRs will be 1-year MCLR of SBI as on 27.05.2025 i.e., 9.00% p.a.
Discount Period	2 Years

5. BID PROCESS

- 5.1 Expression of Interest (EOI) along with other documents (i.e. **Annexure B**) shall be submitted by all the eligible Bidders expressing their willingness to participate in the Swiss Challenge Process. Non-Disclosure Agreement/Confidentiality Undertaking ("**CU**") is to be executed in favor of BOBCAPS in the prescribed format (**Annexure C**) is to be provided along with the EOI before due diligence could be initiated by the Bidders. Said documents (i.e. **Annexure B & Annexure C**) are to be submitted electronically vide email to agm4infra2.sarg@sbi.co.in and projectepc@bobcaps.in and/or physically at "**K/A Vinay Tibrewal/Maitri Sheth, 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 CU.
- 5.2 Lenders/ BOBCAPS shall evaluate the EOI, documents to be submitted with EOI and CU 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 carry out due diligence and later on 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.
- 5.3 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 Virtual Data Room ("**VDR**"), which will include details of the Company and its Debt.
- 5.4 Information furnished in VDR shall not be deemed to be a representation about the Company/ Debt and/or the quality of the assets of the Company/ 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.
- 5.5 Upon completion of due diligence, the interested Bidders shall submit their Intent to Participate in the e-auction (i.e. **Annexure D**) and Affidavit-cum-Undertaking u/s 29A of the Insolvency and Bankruptcy Code, 2016 (i.e. **Annexure E**) electronically vide email to agm4infra2.sarg@sbi.co.in and projectepc@bobcaps.in and/or physically at "**K/A Vinay Tibrewal/Maitri Sheth, BOB Capital Markets Limited, B-1704, Parinee**

Crescenzo, G Block, BKC, Bandra (East), Mumbai 400051".

5.6 All Bidders, except for the Bidder(s) who are an ARC shall, along with their intent for participating in e-auction, deposit a non-interest bearing earnest money deposit ("**EMD**") for an amount of Rs. 5.00 Cr (Rupees Five Crore only) through NEFT/RTGS mode in the bank account with Lead Bank.

5.7 Lead Bank's bank account details in which the EMD is to be deposited is as follows:

Account Name	SARG Commercial III
Branch	SAMB III Mumbai
Account Type	No lien account
Account Number	38607470171
IFSC Code	SBIN0061341

5.8 Payment of EMD by any mode other than NEFT/RTGS will not be accepted. It is hereby clarified that submission of EMD along with the Bid is a mandatory part of the submission of the Bid. Non submission of EMD by any Bidder may lead to rendering of that particular Bid liable for rejection at the sole discretion of the Lenders/BOBCAPS.

5.9 EMD submitted by the unsuccessful Bidders will be returned without any interest, within a period of 10 (ten) business days from the date of e-auction. In case of the successful Bidder, the EMD amount shall be set-off against or used as part of the consideration offered by the successful Bidder to the Lenders in relation to the Debt, unless otherwise agreed to by the Lenders.

5.10 All the Bidders who have submitted Intent to Participate, Affidavit and EMD (where applicable) shall be provided User ID and Password for participating in the E-Auction to be conducted on June 26, 2025 or such extended date as the Lenders may decide at their sole discretion. Bidders shall log in on the said date & time for participating in the E-auction.

5.11 The tentative time schedule for Bid Process is as under:

Particulars	Date#
Advertisement Date / Expression of Interest (" EOI ") start date	May 30, 2025
Last Date of Submission of EOI along with other documents*	June 05, 2025
Last date for accessing data room for due diligence by eligible participants (eligible participants who have submitted EOI along with all required documents to the satisfaction of Lenders)	June 20, 2025
Submission of Intent to Participate in E-Auction and 29A Undertaking by email along with the EMD	June 24, 2025
Date of Swiss Auction (through E-Auction platform. Timings will be shared separately)	June 26, 2025
Declaration of Highest Bidder (" H1 Bidder ")	June 27, 2025
Exercise of right of first refusal (" ROFR ") by Anchor Bidder	July 4, 2025
Declaration of Successful Bidder	July 7, 2025
Execution of Assignment Agreement	As may be mutually agreed between the Lenders in discussions with the Anchor Bidder / Successful Bidder

* CU & other Documents to be submitted along with EOI

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 will 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 VDR will be granted only after submission of the required documents, regardless of when the EOI is submitted. The VDR 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 EOI is received, the Lenders reserve the right to reckon the Anchor Bidder as the “**Successful Bidder**” and proceed accordingly. 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 process to be run through E-Auction process, E-Auction platform details will be provided in the 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. In case of counter bids, the highest bid after the conclusion of the bid process would be considered as H1 Bid/Challenger Bid for the further process.
- 6.9. The Anchor Bidder who has provided the Anchor Bid would be invited to match the Challenger Bid either on: (i) all cash basis or (ii) on Cash cum SR basis, if any (after discounting the offered Security Receipts @ 1 Year MCLR rate of Lead Bank (State Bank of India) currently @ 9.00 % p.a. for 2 years). If the Anchor Bidder, who provided the Anchor Bid either matches the Challenger Bid or bids higher than the Challenger Bid on all cash basis or on NPV terms if Cash cum SR basis then such bid shall become the winning bid and shall be declared as the “**Successful Bidder**”; else the Challenger Bid shall become the winning bid and the Challenger Bidder shall be declared as the “**Successful Bidder**”; subject to approval of competent authorities of Lenders. 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.
- 6.10. For the E-Auction process, 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.
- 6.11. 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.

- 6.12. 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.
- 6.13. No weightage will be given to other commercial terms such as management fee, recovery fee, upside sharing, etc., if applicable. However, these terms should not be inferior to Anchor Bid offer. The Lenders will have the right to negotiate with the Successful Bidder.
- 6.14. 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.
- 6.15. 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.
- 6.16. 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.
- 6.17. 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.
- 6.18. Considering that the transfer/sale of the Debt 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.
- 6.19. 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.
- 6.20. The Bidders shall be deemed to represent and warrant that the ultimate transferee of the Debt is not the Company/ guarantor or its affiliates. Further, along with the submission of Intent to Participate in e-auction, 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.
- 6.21. 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.
- 6.22. Upon approval of the Lenders, the H1 bidder shall be intimated by BOBCAPS/Lenders.
- 6.23. 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.
- 6.24. 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.

- 6.25. 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.
- 6.26. The process may be terminated at any time at the sole discretion of the Lenders.
- 6.27. The Successful Bidder/acquirer to specifically ensure that,
- (a) Successful Bidder should not have any direct or indirect link/connections/ interest/relationship with the Company 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 Gannon Dunkerley & Company Limited 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 Company or its promoters/ guarantors/security providers and/or any of their related parties.
- 6.28. 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.
- 6.29. Once the deal is finalized, 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.
- 6.30. For any further information, interested bidder may please contact the Process Advisor (“BOBCAPS”) officials - Mr. Vinay Tibrewal/Ms. Maitri Sheth at +91 9820146186/+91 9867939303 (mail id: projectepc@bobcaps.in) or officials from State Bank of India - Mr. Nitin Chaturvedi at +91 7906014802 (mail id: agm4infra2.sarg@sbi.co.in).
- 6.31. 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.
- 6.32. 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.

ANNEXURE – A: KEY FEATURES OF THE BASE BID (ANCHOR BIDDER)

- The Lenders have received an offer for purchase and acquisition of the Lenders’ Debt for a price of Rs. 600 Crores on a Cash: Security Receipts (“SR”) structure of 15:85 from the Anchor Bidder.
- As per the Cash: SR structure, the Anchor Bidder has agreed to pay 15% of the total consideration offered upfront and the balance 85% through issuance of SRs.
- A brief snapshot of the sale/transfer of the Lenders’ Debt as given in the Anchor Bid is provided below:

Financial Assets	<p>(i) All debts and receivables owed to the Lenders under or in relation to the Facilities (including all amounts outstanding in relation to the Facilities under the Facility Documents, whether as principal, interest, redemption/ prepayment premium, default interest, any other costs, indemnities, expenses, amounts, payments and/or fees or otherwise but shall exclude any undisturbed commitment of the Lender under the Facility Documents);</p> <p>(ii) All security interest, contractual undertakings/comforts, assurances, credit enhancements and guarantees created or provided by the Company or any third party in favour of or for the benefit of the Lender (including any exclusive security interest created in favour of the Lender/s); and</p> <p>(iii) All rights, claims and interest (including beneficial, incidental and ancillary right and claims), whether existing, future, accruing, conditional or contingent, in respect of such debt or receivables arising under the Facility Documents and otherwise under law;</p> <p>(iv) Without prejudice to the generally of the foregoing, the rights and claims of the Lenders under any related documents in relation to the Facilities.</p> <p>(together, the “Financial Assets”).</p>
Cut-Off Date	<p>March 31, 2025</p> <p>The Lenders shall not receive any amounts pertaining to the Financial Assets or any part thereof, after the Cut-Off Date. In case any amount is received by the Lender after the Cut-Off Date, it shall hold all such amounts free of any set off or counterclaim, in trust for the benefit of Anchor Bidder or the relevant trust and shall forthwith upon receipt thereof, hand such amounts over to Anchor Bidder or relevant trust as may be intimated by Anchor Bidder.</p>
Mode of Acquisition	Absolute assignment and transfer of all Financial Assets without recourse.
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.
Management Fee Payable to Anchor Bidder as Trustee	<p>Anchor Bidder shall be entitled to charge Management Fees at 2% (per annum), payable quarterly as a percentage of the Net Asset Value (“NAV”) of the SRs issued by the trust and calculated at the lower of end of Recovery Rating of outstanding SRs specified by the Credit Rating Agency.</p> <p>Before availability of the NAV of SRs, Management Fee shall be calculated based on the face value of SRs as outstanding in the beginning of the respective quarter. In addition, the Trustee shall be entitled to recover any Indirect Tax including GST, cess, or any other statutory levy, as applicable on the Management Fee.</p>
Recovery Fee	Recovery Fee being an amount equal to 2% of the gross recovery received or realised from the underlying assets of the Trust, shall be payable to Anchor Bidder as the Trustee as and when any amount is realised in respect of the Assets of the Trust. In addition, the Trustee

	shall be entitled to recover any Indirect Tax including GST, cess, or any other statutory levy, as applicable on the Recovery Fee.
Upside Sharing	Any recovery / realisation over and above the SR redemption amount shall be shared among SR holders in the ratio of SR Holding i.e. 15:85 for Anchor Bidder and other security receipt holders (Lenders) respectively.
Estimated Upside	<p>As per the Anchor Bidder's estimates, based on financial due diligence, post redemption of SRs, the Anchor Bidder expect an additional net recovery of ~Rs. 100 Cr for Lenders(Estimated upside), over the offer price.</p> <p>It is further clarified that any amount recovered over and above the estimated upside as mentioned above, shall also be shared between Anchor Bidder and other SR holders (i.e. Lenders) in the ratio of 15:85.</p>
Other Terms & conditions	<p>Acquisition of the Financial Assets by the Anchor Bidder and payment of consideration for acquisition of the Financial Assets to the Lender, will be subject to the following conditions:</p> <ol style="list-style-type: none"> Completion of review of documents in relation to the Financial Assets (including the Facility Documents). The Lender must run auction by way of 'Swiss Challenge Method' as prescribed under the Reserve Bank of India's directions and the acquisition shall be concluded in accordance with such auction/ method, as applicable. Execution of all relevant documents customary for transactions of this nature, such as the assignment agreement and all other definitive documents, each in a form mutually acceptable to the Anchor Bidder and the Lenders and the satisfaction of conditions mentioned thereto. Full, complete and comprehensive disclosures shall be made by the Lenders to the Anchor Bidder and/or any of the Anchor Bidder's consultants until the Cut-Off Date. Receipt of any approvals required to transfer the Financial Assets by the Lenders. Existing and future claims against the Lenders are not part of acquisition and need to be dealt by the Lenders only. The Anchor Bidder is not liable for any such claims against the Lenders. This includes any claims/disputes amongst Lenders on account of allotment/distribution of cashflows in any Trust and Retention Account received by the Lenders before the assignment of debt in favour of the Anchor Bidder. The erstwhile Lenders who have settled their debt with the company should modify/remove their charge from the ROC before the assignment. Lenders shall provide information/documents, if any, sought by Investigative Agencies and extend cooperation in connection with any enquiry conducted in respect of the said Company/Promoters. The principal amount of SRs issued to the Lender will be backed by a guarantee issued by the Government of India ("GOI Guarantee"). It is clarified that the GOI Guarantee shall be provided in favour of Anchor Bidder (to cover the shortfall between the face value of these SRs issued to the Lender for an individual asset and the net realisation amount attributed to the Lender for that asset) and will be subject to the terms of letter dated 31.03.2022 issued by Department of Financial Services, Ministry of Finance, read with the transaction specific guarantee as and when issued by the Government of India pursuant thereto. The availability of guarantee is subject to issuance by Govt of India.

ANNEXURE – B: EXPRESSION OF INTEREST (EOI)

(On the letterhead of the bidder duly signed by an authorized signatory)

Dated: _____

To,

State Bank of India,

AGM, AMT – 2, INFRA – 2,

Stressed Assets Resolution Group,

Corporate Centre, Maker Tower, 21st Floor,

Cuffe Parade, Mumbai - 400 005

Email – projectepc@bobcaps.in & agm4infra2.sarg@sbi.co.in

Sub: Expression of Interest (EOI) for participation in the Swiss Challenge process for transfer of loan exposures of M/s Gannon Dunkerley & Company Limited.

We refer to advertisement dated 30th May, 2025 on the proposed sale/assignment of outstanding debt of Gannon Dunkerley & Company Limited (“**GDCL**” or “**Company**”)/financial assets arising out of such debt with Fund-based principal outstanding of Rs. 836.94 crore (Rupees Eight Hundred Thirty-Six Crore and Ninety-Four Lakh Only) and Non-Fund Based outstanding of Rs. 555.08 Crore (Rupees Five Hundred Fifty-Five Crore and Eight Lakh Only) as on 31st March, 2025 aggregating to Rs. 1,392.02 crore (Rupees One Thousand Three Hundred Ninety-Two Crore and Two Lakh Only). We hereby confirm our intention to proceed with the execution of Confidentiality Undertaking and other documents and for conducting due-diligence on the Company. 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. Lenders of the Company reserve the right to reject or accept any offer either fully or partly, cancel the process for the proposed sale/assignment of outstanding debt of Company 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 Company.
4. We also confirm having read and understood and we agree to abide with all the terms of advertisement dated 30th May, 2025 (“**Advertisement**”) and Bid Process Document dated 30th May, 2025 for sale/assignment of outstanding debt / financial assets arising out of such debts of Company, read along with amendments, corrigendum, clarifications, modifications if any.
5. Further, we hereby confirm that we have cash/ cash equivalents as per Advertisement/Bid Process Document for the bidding purpose.
6. 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.
7. We hereby confirm that we are eligible to bid as per the Bid Process Document.
8. We confirm that we will be submitting an earnest money deposit of INR 5.00 cr (Rupees Five Crore Only), along with the Intent to Participate in the e-auction, as required under the Bid Process Document.
[Applicable to Bidders other than ARCs] .
9. We hereby confirm that we are in compliance with and shall continue to comply with the Master Direction – Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021 dated September 24, 2021 (updated as on December 28, 2023), and as amended from time to time (“**RBI Directions**”).

10. In case of sale/assignment of Fraud Loan Exposures, we hereby confirm to take over the responsibilities of the Bank with respect to continuous reporting, monitoring, filing of complaints with law enforcement agencies and proceedings related to such complaints.
11. We are eligible and have the capacity to conclude the purchase of outstanding debt / financial assets arising out of such debts of the Company in accordance with the applicable laws and regulations of India.
12. Subject to our findings and pursuant to the due diligence review, we intend to submit a counter bid for the outstanding debt of the Company.
13. We have the financial capacity to undertake the purchase of the loan account of the Company, 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.
14. 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, that is, State Bank of India, Union Bank of India, Punjab National Bank and UCO Bank.
15. We neither belong to the existing promoter group of the Company and are not a subsidiary/ associate/ related party etc. (domestic as well as overseas) of any person belonging to the existing promoter group of the Debtor.
16. We do not have any direct or indirect link/connections/interest/relationship with GDCL/ its promoters / guarantors and/or any of their related parties.
17. The executed CU as per the format prescribed in the Bid Process Document is annexed to this EOI.
18. We agree and are aware of the fact that the VDR access shall be provided only on the submission of EOI along with the supporting documents and CU.
19. 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.
20. We further understand that the Lenders/BOBCAPS reserves 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 Lenders/BOBCAPS to keep ourselves updated regarding clarifications/ amendments/ time-extensions, if any.
21. Details of our Contact person/Authorized Signatory with address, Contact no. and Email ID.

Name	Designation	Mobile	E-Mail

22. 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. Authorization Letter of the signatory of this EOI.
4. Letter of identification of source of funds and any undertaking thereto, if any, to be annexed confirming the availability of funds for the Transaction;
5. Financial Profile of the Bidder (annual reports/ audited financial statements for last 2 years).

ANNEXURE – C: 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 _____, 2025;

BY

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 ONE PART;

IN FAVOUR OF

_____, 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 OTHER PART;

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

WHEREAS:

- I. Gannon Dunkerley & Company Limited (“**GDCL**” or “**Company**”) had availed certain credit facilities from a consortium of lenders inter-alia including State Bank of India, Union Bank of India, Punjab National Bank and UCO Bank (hereinafter collectively referred to as the “**Lenders**” or “**Consortium of Lender**”). GDCL 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 GDCL held by 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 GDCL/financial assets arising out of such debt under Swiss Challenge Method.
- IV. As per Clause 56 of the Master Direction – Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021 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 loan transaction. Accordingly, Disclosing Party authorized by Lenders vide advertisement dated 30th May, 2025 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 Company 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; 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 – D: INTENT FOR PARTICIPATING IN E-AUCTION IN SWISS CHALLENGE PROCESS

Date:

To,

State Bank of India,

AGM, AMT – 2, INFRA – 2,

Stressed Assets Resolution Group,

Corporate Centre, Maker Tower, 21st Floor,

Cuffe Parade, Mumbai - 400 005

Email – projectepc@bobcaps.in & agm4infra2.sarg@sbi.co.in

Sir / Madam,

Sub: Intent for participating in the Swiss Challenge Bidding Process for Transfer / Sale of the Stressed Loan Exposure of M/s. Gannon Dunkerley & Company Limited

1. We refer to the advertisement dated May 30, 2025 published in, on behalf of consortium of lenders comprising of State Bank of India, Union Bank of India, Punjab National Bank and UCO Bank (collectively referred to as the **“Lenders”** or **“Consortium Lenders”**) for transferring their stressed loan exposure of M/s. Gannon Dunkerley & Company Limited (hereinafter referred to as the **“GDCL”** or **“Company”**) pertaining to the credit facilities advanced by the Consortium of Lenders (**“Stressed Loan Exposure”**) with Fund-based principal outstanding of Rs. 836.94 crore (Rupees Eight Hundred Thirty-Six Crore and Ninety-Four Lakh Only) and Non-Fund Based outstanding of Rs. 555.08 Crore (Rupees Five Hundred Fifty-Five Crore and Eight Lakh Only) as on 31st March, 2025 aggregating to Rs. 1,392.02 crore (Rupees One Thousand Three Hundred Ninety-Two Crore and Two Lakh Only) to Asset Reconstruction Companies (**“ARCs”**) / Scheduled Commercial banks (**“SCBs”**) / Non-Banking Financial Corporations (**“NBFC”**) / All India Financial Institutions (**“AIFIs”**) or any other transferees permitted (**“Permitted Entities”** or **“Bidders”**) under the guidelines issued by Reserve Bank of India (**“RBI”**), including the Master Direction - Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021, as amended from time to time (**“RBI Master Directions”**) and each Lenders’ internal Board approved policy.
2. We hereby express and confirm our intention to participate in the e-Auction to be held on _____ to acquire the Stressed Loan Exposure put up for Transfer / Sale by the Lenders, pursuant to the said advertisement.
3. We hereby confirm that:
 - (a) being duly authorised to represent and act for and on behalf of _____ and having studied and fully understood all the information provided in the above referred advertisement and the Bid Process Document, the undersigned hereby submit the intent to participate for the purchase of the Stressed Loan Exposure in accordance with the terms and conditions of the offer made by the Lenders as specified in the advertisement and Bid Process Document, including any modifications/amendments thereafter, after understanding all consequences and with full satisfaction;
 - (b) the PAN of the bidder is _____;
 - (c) the Lenders are hereby unconditionally and irrevocably authorised to conduct any inquiries/investigation, without being bound to do so, to verify the statements, documents and information submitted by us in connection with the bid;
 - (d) the Lenders and their authorised representatives may contact the following person(s) for any further information;
 - (e) we are eligible and have the financial capacity to conclude the purchase of the Stressed Loan Exposure in accordance with the terms stipulated in the advertisement and Bid Process Document, applicable laws and regulations of India;

- (f) in undertaking this transaction, we have no conflict of interest with and are not related, directly or indirectly, with Lenders / Borrower.
- (g) Resolution of Board of Directors / Power of Attorney ('POA') duly supported by the board resolution authorizing the signatory of this intent to participate has been enclosed. Details of the contact person / authorised signatory with address, contact no and email ID is as under:

Name of Contact Person/ Authorized Signatory	
Address	
Contact Number	
Email ID	

With regards,

(Authorised Signatory)

Enclosures:

- (i) Affidavit by Bidder as per the format provided in **Annexure E** of the Bid Process Document.
- (ii) Resolution of Board of Directors/POA duly supported by the board resolution authorising the signatory of this Document

ANNEXURE – E: FORMAT OF AFFIDAVIT CUM UNDERTAKING FOR COMPLIANCE OF SECTION 29A OF IBC

[On the stamp paper of adequate amount as applicable for an affidavit, in the State/Union Territory where this document is executed]

AFFIDAVIT for submitting an Offer for participating in Transfer of Stressed Loan Exposure of Gannon Dunkerley & Company Limited (“GDCL”)

We, [name of Eligible Bidder CIN having registered office at] are authorised by the board of [insert name of the Eligible Bidder] for giving this affidavit, on behalf of the [insert name of the Eligible Applicant] do hereby solemnly state, submit and undertake to State Bank of India/ BOBCAPS as follows:

1. That we are duly authorised and competent to make and affirm the instant affidavit in terms of the resolution of its board of directors/ power of attorney. The said document is true, valid and genuine to the best of our knowledge, information and belief.
2. That capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Insolvency and Bankruptcy Code, 2016 ("IB Code").
3. That the Eligible Bidder and/or any person acting jointly or in concert with the Eligible Bidder; or any person covered under Section 29A of the IB Code including but not limited to the 'connected persons' (as defined under Section 29A of the IB Code) is/are not disqualified under the provisions of Section 29A of the IB Code.
4. That the Eligible Bidder unconditionally and irrevocably represents, warrants, confirms, and declares that it is eligible under the terms and provisions of the IB Code (read with the relevant regulations framed there under) to submit this affidavit and EOI/offer/Bid and it shall provide all documents, representations and information as may be required by State Bank of India/ BOBCAPS to substantiate that the Eligible Bidder is eligible under the IB Code to submit an offer in respect of Offer participating in the Auction for transfer of stressed loan exposure of Gannon Dunkerley & Company Limited (“GDCL”).
5. That the Eligible Bidder unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit and the Offer.
6. That the Eligible Bidder understands that State Bank of India/ BOBCAPS and their advisors may evaluate the EOI/ offer/Bid submitted by the Eligible Bidder or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations and declarations, representations and warranties provided by the Eligible Bidder under this affidavit and the Offer.
7. If, at any time after the submission of this affidavit and before the declaration of Successful Bidder, the Eligible Bidder becomes ineligible to be an Eligible Bidder as per the provisions of the IB Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the Union Bank of India/ BOBCAPS.
8. That the potential security receipt holder/Investor in the Trust/SPV formed by the Bidder for this Transaction is in compliance with provisions of section 29A of IB Code.

Sd/-

Authorized Signatory

ANNEXURE – F: LENDERS OF GDCL

(INR in Crore)

S. No.	Name of Lenders	Fund Based	Non-Fund Based	Total	% sharing in consortium	Remarks
1	State Bank of India	590.34	479.82	1069.76	76.28%	Outstanding as on 31.03.2025
2	Union Bank of India (erstwhile Corporation Bank)	136.36	25.08	161.44	11.60%	
3	Punjab National Bank (erstwhile Oriental Bank of Commerce)	58.82	26.28	85.10	6.11%	
4	UCO Bank	51.42	24.30	75.72	5.44%	
	Total	836.94	555.08	1392.02	100.00%	