

Disclaimer

This document shall be referred to as the Bid Process Document (“BPD”)/ Web Notice for Sale of Security Receipts of TJSB Sahakari Bank Limited (“TJSB”) to all the eligible Qualified Buyers (“QBs”) in terms of the Banks’s Policy on Sale of Security Receipts. BOB Capital Markets Limited (“BOBCAPS”), has been mandated by TJSB, to assist & advise them on the bid process & matters incidental thereto in connection with Sale of Security Receipts.

The purpose of this BPD is to provide information in respect of the Sale of SRs of TJSB to QBs and the process to be followed in respect of the same.

It is presumed and understood that by participating in this process, each of the Bidder/s has 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 maybe provided by TJSB/BOBCAPS during the course of the process pursuant to this BPD. Bidder/s should form their own views on the information provided herein or any information that may be provided by TJSB/BOBCAPS separately or on the basis of their own independent assessment in relation to any additional information that they may require.

Bidder/s must note that the Sale of SRs of TJSB will be on ‘As is where is’, ‘As is what is’, ‘Whatever there is’ and “Without recourse” basis on 100% Upfront Cash Basis and in terms of RBI/Indian Banks’ Association (“IBA”) guidelines, as amended from time to time. Completion of the sale of the SRs shall be at the sole discretion of TJSB irrespective of whether anchor bid, counter bids have been received or whether a winning bid has been declared.

Bidder/s should note that they must have the capacity and be legally competent to enter into and conclude the transaction for purchase of Security Receipts of TJSB in compliance with Bank’s Policy on Sale of SRs, all applicable laws, including all regulations, directions and guidelines framed by the RBI in this regard from time to time.

The information contained in this BPD or any other information which may be provided to Bidder/s is subject to change without prior notice. TJSB/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 process mentioned hereunder.

TJSB/BOBCAPS do not make any express/implied warranty/guarantee or any confirmation as the Bidder/s are supposed to carry out their own due diligence and form their own decision as regards the bidding process. TJSB/BOBCAPS shall not be liable for any decision taken by the Bidder/s in the bidding process and thereafter in the transaction.

Bid Process Document for Sale of Security Receipts of TJSB Sahakari Bank Limited

TJSB Sahakari Bank Limited ('Bank'), a Multi-State Scheduled Co-operative Bank registered under the provisions of Multi-State Co-operative Societies Act, 2002, carrying on the business of banking under the Banking Regulation Act, 1949 (AACS), having its Head Office at TJSB House, Plot No. B-5, Road No.2, Wagle Industrial Estate, Thane (W) – 400604 (hereinafter referred to as the **“TJSB”** or **“the Bank”**, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns)

TJSB has appointed BOB Capital Markets Limited (**“BOBCAPS”**), for assisting & advising TJSB on the process (**“Process Advisor”**) & matters incidental thereto in connection with Sale of Security Receipts (**“SRs”**). TJSB proposes to Sale of SRs as a Single Lot. The Sale of SRs shall be as per the TJSB’s Policy on Sale of Security Receipts

Terms & Conditions for Bidding

1. In terms of the Bank’s Policy on Sale of Security Receipts (SRs) and in line with the regulatory guidelines, we place the following SRs for sale to all eligible Qualified Buyers (QBs) subject to applicable regulations issued by the Reserve Bank of India (RBI). However, please note that the sale of SRs will be subject to final approval by the Competent Authority of the Bank:

Brief details of SRs showcased on: 31st August 2024 (e-Auction on: 28th October 2024)		
Sr No.	Particulars	Remarks
1	Name of the Trust & Account	OMKARA-PS-34/2020-21 M/s. Kohinoor Developers (Proprietary Concern)
2	Name of the ARC	Omkara Asset Reconstruction Private Limited
3	Date of Assignment	30 th March 2021
4	Face Value of SRs of TJSB	Rs.1,000 per SR
5	No of SRs outstanding	6,28,320
6	Total face of SRs outstanding	Rs.6,283.20 Lakhs
7	Present Net Assets Value	Rs. 4,900.90 Lakhs
8	Reserve Price	Rs. 4,900.90 Lakhs

2. After completion of e-bidding process, further, negotiations with the highest bidder may be done by the Bank, based on which the recommendations for sale of Security Receipts will be put up to the competent authority of the Bank.
3. The Bank has absolute and unimpeachable right with respect to all the matters starting from receiving, considering, accepting the bid, or transferring the specific Security Receipts and .

such right without limitation encompasses right not to receive, not to consider, - not to accept the bid and decide not to transfer the specific SRs. The Bank would not entertain any claim from any bidders in this regard.

4. The bidder (s) or any of its employees, consultants, representatives, agents, and such other person ostensibly authorized (authorized persons) to represent them should not without the written consent of the Bank, seek or attempt to seek any information regarding the specific SRs from any person. Nor should the bidder (s) or its authorized person use the data or information provided by Bank to solicit any business from any person including the borrowers/guarantors.
5. The interested QBs can conduct due diligence of these SRs with immediate effect, after submitting Expression of Interest (“EOI”) & other documents (Annexure-A), Undertaking (Section 29A under IBC, 2016) (Annexure B) and executing a Non-Disclosure Agreement (NDA) (Annexure C) with the Bank, if not already executed (copy attached) as per this Bid Process Document (“BPD”) to the Process Advisor and Recovery Department of the Bank. Each page of the Expression of Interest (EOI) must be signed by the authorized signatories of the bidders. Any bid even if stated to be binding bid will be treated as non-binding bid on the Bank for the purpose of this web notice. The bidder (s) and its representatives must agree to comply with the terms of Non-Disclosure Agreement (NDA) executed/ to be executed between the Bank. The bidder (s) who submits Expression of Interest (EOI) and other documents by email (Assignment Agreement will not be executed without hard copy submitted to the Bank) strictly as per this BPD to the Bank alone can participate in e-auction relevant to the bidding process for which BPD is floated.
6. Participants shall be qualified buyers (QBs) as per applicable laws and should hold a valid SEBI registration certificate. The participant shall also submit a declaration that the SEBI registration certificate is valid as on date, and they are not in breach of any regulatory ceiling on the holding of Security Receipts.
7. The prospective buyers, who submitted a EOI along with copy of NDA (already executed with the Bank) followed by Authority letter for participation in e-auction along with deposit of Rs. 5,00,00,000/- (Rupees Five Crore) towards Earnest Money Deposit (“EMD”), will be allotted passwords and conveyed the procedure to submit the financial bid through e-auction method which will be explained to them.
8. Cut-off date denotes the date of showcasing / e-auction / date of assignment (Cut-off date will be decided by the concerned Recovery Department and informed to the participants well before the E-Auction date) the Security Receipts i.e. all realization/ recoveries made up to the cut- off date shall be retained by the Bank.
9. Please note that any taxes, stamp duty and registration charges that may be arising out of the transaction shall be payable by the successful QB.
10. In case of any further clarification, you may contact the following Nodal officer at our end: -

Contact Person	Telephone No.	Email-ID
Mr. Vinay Tibrewal	+91- 9820146186	tjsbsaleprocess@bobcaps.in
Mr. Niket Thakkar	+91 - 9820217088	
Mr. Priyesh Narvekar	+91- 9870575606	horecovery@tjsb.co.in

11. The time schedule for completion of the Sale/Assignment of process is given below, which may be taken note of and adhered to:

S. No.	Particulars	Tentative Date
1	Public Notice Inviting EOI	30 th September 2024
2	Submission of Expression of Interest, NDA, Undertaking and other documents by E- mail	8 th October 2024 (upto 07:00 p.m.)
3	Completion of Due Diligence Exercise	From 9 th October 2024 to 23 rd October 2024 (on all working days from 10:00 a.m. to 05:00 p.m.)
4	Submission of letter for participating in e-auction alongwith EMD of Rs. 5 Crore including Informing names of the Authorized Official(s) along with their contact details (mobile number, e-mail ids etc.) to enable us to issue passwords and explaining them the procedure to bid through e-auction portal of the bank.	24 th October 2024 (up to 05:00 p.m.)
5	Allotment of User ID password for e-Bidding	25 th October 2024 (upto 05.00 p.m.)
8	Process of e-bidding	28 th October 2024 (from 11.00 a.m. onwards)
9	Declaration of Successful bidder and negotiations with the same (if any)	31 st October 2024
10	Execution of Sale Agreement and receipt of Balance Consideration	7 th November 2024

Note:

- a. EOI alongwith documents shall be emailed to us at tjsbsaleprocess@bobcaps.in & horecovery@tjsb.co.in from the authorized designated based mail ids. Please note that Hard copy of the same must be sent by post immediately to K/A Mr. Vinay Tibrewal, BOB Capital Markets Limited, 17th Floor, B Wing, Parinee Crescenzo, BKC, Mumbai – 400051 which shall be received by the above-named person, not later than 4 (Four) days of the receipt of aforementioned email. Applicant submitting EOI post this date may be entertained at the sole discretion of the Bank. However, the Due Diligence (“DD”) period shall be fixed and the applicant shall get reduced period for DD
- b. The e-bidding timings will be from 11.00 A.M on the date specified above, with unlimited extension of 05 minutes and an incremental amount of Rs. 10 Lakhs (Rupees Ten Lakhs) for the loan exposure (s) mentioned above.
- c. The timelines are extendable at the sole discretion of the TJSB and the subsequent timeline shall be extended accordingly.
- d. The above timelines are only tentative and are subject to internal approval of TJSB, declared/undeclared holidays, legal clearances, if any. The data room shall be accessible post submission of required documents only. The data room shall be closed for access as per the timelines set above, unless extended at the sole discretion of TJSB

12. The overall bid process shall comprise of broadly the following steps:

E-auction Process

Step 1: Issuance of the Advertisement by TJSB in Financial Express and Business Standard (All India English Edition) inviting EOI from prospective eligible QBs for participating in e-auction process.

Step 2: Submission of EOI by QBs.

- Any QBs who intends to participate in the e-auction process and conduct Due Diligence must submit EOI, NDA, Undertaking and other documents in the format as annexed herewith by way to Email to tjsbsaleprocess@bobcaps.in and horecovery@tjsb.co.in for conducting the Due Diligence/accessing the data room and participating in the Auction. The documents shall also be couriered to K/A Mr. Vinay Tibrewal, BOB Capital Markets Limited, 17th Floor, B Wing, Parinee Crescenzo, BKC, Mumbai – 400051 not later than 4 (Four) days of the receipt of aforementioned email.

Step 3: Completion of Due Diligence exercise Period for resolving any query with TJSB relating to SRs.

- Post submission of the EOI & other necessary documents, TJSB/BOBCAPS shall grant access to Documents to only authorized persons of QBs for conducting the Due Diligence. QBs shall be provided access to the documents to enable them to undertake due diligence of the documents with respect to the Account in the Trust. TJSB/BOBCAPS do not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy or correctness or reliability or adequacy or completeness of information/documents or which are otherwise provided to QBs/FPIs and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of this BPD, even if any Loss is caused by any act or omission on their part. TJSB/BOBCAPS shall have no obligation to arrange and/or facilitate visit to the site/s by the QBs. QBs are expected to make their own arrangements for site/s visits. All costs and expenses incurred in relation to such site/s visits shall be borne by the QBs itself. For avoidance of doubt, TJSB/BOBCAPS shall not be liable to bear any costs or expenses incurred by any QBs/FPIs in relation to their site/s visits.

Step 4: Submission of letter for participating in e-auction

- Prospective Bidder/s who have submitted EOI & other necessary documents, shall submit Letter of Authorizations alongwith EMD of Rs.5,00,00,000/- (Rupees Five Crore) via RTGS/NEFT in favour of "TJSB Sahakari Bank Limited, Account Number – 001995200000001, IFSC /RTGS Code – TJSB0000001" and designate one Authorised Personnel for participating in the E-Auction. QBs may submit the said letter in their format. Letter of Authorisation alongwith RTGS/NEFT details shall be mailed to tjsbsaleprocess@bobcaps.in and horecovery@tjsb.co.in.
- Letter of Authorization shall contain details with respect to names of the Authorised Official(s) along with their contact details (mobile number, e-mail ids etc.) to enable us to issue passwords and explaining them the procedure to bid through e-auction portal of the bank. The said letter shall also be supported by Board resolution/ Power of

attorney of person issuing the letter.

- The letter shall be sent by E-mail to tjsbsaleprocess@bobcaps.in and horecovery@tjsb.co.in. The original documents shall also be couriered to K/A Mr. Vinay Tibrewal, BOB Capital Markets Limited, 17th Floor, B Wing, Parinee Crescenzo, BKC, Mumbai – 400051. QBs shall not be entitled to withdraw from the process once the letter is submitted. All letters so submitted should have validity of a minimum period of 90 days from the date of submission. TJSB may seek extension of the validity for such period as may be necessary to complete the approvals and/or as determined by the management of TJSB
- TJSB/BOBCAPS reserve the right to direct QBs to provide any further information in relation to them/Bid submitted or to be submitted / its eligibility/ financial capacity, and QBs shall provide such additional information as may be required, without delay.

Step 5: E-auction process/Inter-se bidding among the eligible bidders

- The Start Price of e-auction process/inter-se bidding shall be Rs. 4,901.00 Lakhs, i.e. higher than the reserve price as stated in Public Notice published for inviting of EOIs. The e-bidding timings will be from 11.00 A.M. with unlimited extension of 05 minutes and an incremental amount of Rs.10,00,000/- (Rupees Ten Lakhs) or in multiples thereof for the SRs / loan exposure(s) mentioned above.
- The detail process of inter-se bidding, if any, would be communicated by TJSB/BOBCAPS at appropriate time.

Step 6: Declaration of Successful Bidder

- Post the conclusion of e-auction process/inter-se bidding, TJSB shall declare the Highest Bidder, subject to approval of TJSB on the bid price. For the avoidance of doubt, it is hereby clarified that selection of the Highest Bidder as “Successful Bidder” by TJSB shall be final and binding on all the Bidder/s. TJSB reserves the right not to declare the highest bidder to be “Successful Bidder” and withdraw/discontinue further process, if the highest Bid Price is not acceptable to TJSB.

Refund of EMD: TJSB would endeavour to refund the EMD of Bidders other than Successful Bidder within 48 hours of declaration of Successful bidder in the Account details mentioned in the Letter of Authorisation.

Step 8: Execution of Sale Agreement & Receipt of the final sale Consideration

- In case of failure to deposit the balance amount of consideration by Successful Bidder (i.e., total Purchase Consideration less the overall EMD) within the prescribed period, unless extended by TJSB, the overall EMD/amount deposited till date shall stand forfeited and no claim shall be entertained in respect thereof.

Other Terms & Conditions

- The due diligence will be done by the QB (s) at Omkara ARC Office viz Omkara Assets Reconstruction Private Limited Kohinoor Square, 47th Floor, N.C.Kelkar Marg, R.G.Gadkari Chowk, Dadar (West), Mumbai – 400028. In the said exercise, the files containing copies of

all relevant documents pertaining to the SRs will be made available for perusal. The Bank's/BOBCAPS representatives may be present during the due diligence exercise and will respond to queries, if any, of due diligence team. The QB (s) are also expected to verify at the time of due diligence, the updated position of SRs. It may be noted that no copying, photography etc will be allowed in this regard.

- The sale is on "as is where is basis", 'whatever there is basis' and 'without recourse basis' and shall not be liable to be revoked for any breach including antecedent breach of any representation and warranty. Time is not the essence for Transfer of SRs. In the event of non-realization of amount out of SRs, the Bank is not liable to refund anything in part or full.
- The bids and all correspondence should be in their registered legal name only and not under trade or group name. It should be importantly noted that the sale agreement/ assignment agreement shall be executed in the name of successful QB only in their registered legal name and no request to execute the sale agreement/ assignment agreement in favor of nominee or group company/Trust/entity/concern will be entertained by the Bank.
- The e-auction shall be conducted as per the Standard English e- auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.
- The Bank reserves the right not to go ahead with the proposed sale at any stage, without assigning any reason. The Bank has absolute and unimpeachable right with respect to all the matters starting from receiving, considering, accepting the bid, or transferring the specific SRs and such right without limitation encompasses right to not to receive, not to consider, not to accept the bid and decide not to transfer the specific SRs. The Bank would not entertain any claim from any QBs in this regard. The decision of the Bank in this regard shall be final and binding.
- The Bidder should submit a Resolution of Board of Directors/Power of Attorney (POA) duly supported by the Board Resolution authorizing the signatories of the Bid.
- For taking part in the e-bidding process QBs are advised to authorize one Person/ representative along with an alternate person/ representative. However, it may be noted that only one authorized person will be allowed to participate in the e-bidding process.
- The Bids submitted by QBs should be unconditional, irrevocable & binding in all respect. QBs cannot withdraw the bid once submitted & successful bidder has to complete the transaction related to sale of the SRs in the time bound program as notified in the web-notice, as modified or supplemented from time to time, or as advised by the Bank is writing. Conditional and/or contingent bids are liable to be disqualified by the Bank.
- Under no circumstances successful bidder can refuse to complete the transaction citing any reason or defects/ objection in any SRs. If they do so, the matter will be reported to RBI & SEBI etc. for taking necessary action and the Bank reserves its rights to take any action(s) permissible under applicable laws, in this regard. The Bank may also consider not to entertain any future transactions with such QBs in future. Rights of the Bank specified in this paragraph are independent of each other and the Bank may, at its absolute discretion, exercise all its rights or any one right or any combination of rights specified herein.
- The authorized representative on behalf of the eligible bidders shall attend the e- auction with sufficient mandate/authority to improve the bid amount in the e-auction process

without any extension of time. Request for extension of time shall not be entertained beyond the schedule date & time of bidding.

- By virtue of submission of the bids, it shall be deemed that the QBs have conducted their own independent due diligence at their own costs without relying on the information provided by the Bank before submitting the bid (s). Any bid made shall be deemed to have been submitted after complete satisfaction of QB (s) thereto and or all claims there against and due proper diligence and inspection and hence the QB (s) shall not be entitled to make any representation or raise any query/objection to the Bank, whether they are disclosed or undisclosed. The QB (s) are expected to submit their bids with independent professional, financial and legal advice for studying, assessing, analyzing the SRs and value thereof before submitting their bids. Further, it would also be deemed that by submitting the bid, the QB (s) have read, understood and have made a complete and careful examination of all information given in this web-notice. The Bank as well as its officials shall not be held responsible or liable for any of the consequences arising therein or relating to it.
- The Bank reserves the right to add or delete accounts or modify the composition of the SRs (Individual/Portfolio) offered for transfer and transfer structure at any stage without assigning any reason.
- The Bank, may, at its sole discretion, add amend, vary, modify, delete, any of the conditions, date etc. of this BPD/ web-notice as may be deemed necessary in the light of the facts and circumstances and also issue one or more Agenda, Corrigendum as required without giving any reasons thereto.
- QBs are requested to collect all the information in respect of SRs from the records available with the Bank. QBs are advised to collect the latest developments & any new cases/information relating to these SRs from their own sources including those available in public domain. Deriving and /or collecting and /or assorting relevant data and information shall be the responsibility of the bidder (s). Details and data reported in the Preliminary Information Memorandum are not final and subject to confirmation. Further, the Bank does not represent and warrant realizations of the SRs. Further, bidder (s) are therefore advised to have complete due diligence of the SRs put for sale. Bank will not entertain, any claim whatsoever, for any deficiency pointed out in future and will not indemnify / make losses good to the successful bidder.
- As stated above, by virtue of submission of the bids, it shall be deemed that the bidder (s) have conducted their own independent due diligence at their own costs without relying on the information provided by the Bank, including verifying available securities/guarantees, various legal proceedings as well as ascertain the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to their satisfaction before submitting the bids. Any bid made shall be deemed to have been submitted after complete satisfaction of bidder (s) thereto and or all claims there against and due proper inspection and hence the bidder (s) shall not be entitled to make any representation or raise any query/objection to the Bank, as to the title or condition of the Secured assets or any part thereof or any liabilities/ encumbrances/ dues/taxes/levies irrespective as to whether they are disclosed or undisclosed. The bidder(s) are expected to submit their bids with independent professional, financial and legal advice for studying, assessing, and analyzing the Stressed Loan Exposure (s) in respect of NPA account and value thereof before submitting their bids. Further, it would also be deemed that by submitting the bid, the bidder (s) have read, understood and have made a complete and careful examination of all information given in this web-notice . The Bank as well as their officials shall not be held responsible or liable for any of the consequences arising therein or relating to it.

- It should however be noted that Bank does not make any representation as to the correctness, validity or adequacy, sufficiency or otherwise of any such information pertaining to liabilities, encumbrances, and statutory dues. The Bidders should do their own due diligence to verify the same. The Bank does not undertake responsibility for adequacy or sufficiency of information and documents related to SRs. The Bidders should not limit or restrict their due diligence to the documents for assessing the complete risk or even for evaluation purpose.
- Any taxes that may be arise because of the transfer of SRs, shall be borne and payable solely by the successful Bidder (s). In the event, any of the tax is required to be paid by way of tax deduction/tax withholding/advance tax/or any other tax/interest/penalty in relation to the transaction, such tax amount shall be paid/reimbursed by the successful Bidder to the Bank, in addition to the agreed consideration.
- Bidder (s) should not have any direct or indirect link/connections/ interest/ relationship with the promoters/Company/Guarantors and/or any of their related parties.
- Bidder (s) should not take any considerations directly or indirectly from the promoters/Company/Guarantors and/or any of their related parties.
- The Bidder(s) nor (1) any person (including Security Receipts holders) acting jointly or in concert with the Bidder (s) nor (2) any person who is a connected person (as defined under the provisions of the IBC) of: (a) the Bidder (s) or (b) any person acting jointly or in concert with the Bidder (s); should not be disqualified under Section 29-A of the IBC, 2016 to submit the Bid in respect of SRs & Stressed loan exposures specified in this BPD/ web notice.
- In case the SRs specified in the BPD/ web notice have any instance of frauds, detected by the Bank, the bidder(s) shall neither belong to the existing promoter group of such borrower shall not be a subsidiary/associate/related party etc (domestic as well as overseas) of any person belonging to the existing promoter group of such borrower. The details of the instances of fraud detected, if any, in the SRs, shall be shared with the Bidder (s) after execution of NDA with the Bank.
- The Purchaser (bidder) shall be under their own obligation to follow all extant guidelines/notification issued by SEBI/RBI/IBA/Gol/other regulators from time to time pertaining to transfer/purchase of stressed loan exposure.
- Notwithstanding anything contained in this web-notice, neither the Bank, nor its employees or its advisors accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this PUBLICATION, even if any loss or damage is caused by any act or omission on the part of the Bank or its employees or its advisors, whether negligent or otherwise.
- The successful bidder will be intimated by the Bank after conducting e-auction. After approval/confirmation of sale by the competent authority of the bank, the same will be intimated to the Successful Bidder. This shall be without prejudice to the right of the Bank to cancel the bid, forfeit the advance amounts paid and initiate such other claims against the bidder. Further, in such case, the Bank shall have every right to retransfer the said SR (s).
- Any extension in timelines/modifications in the content of this web notice will not necessarily be carried out through another advertisement but may be notified directly on the website

and interested bidders should regularly visit the website to keep themselves updated regarding clarifications, modifications, amendments or extensions.

- 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 notification 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.
- For any further clarifications, please contact the below officials of TJSB/BOBCAPS.

Contact Person	Telephone No.	Email-ID
Mr. Vinay Tibrewal	+91- 9820146186	tjsbsaleprocess@bobcaps.in
Mr. Niket Thakkar	+91 – 9820217088	
Mr. Priyesh Narvekar	+91- 9870575606	horecovery@tjsb.co.in

For TJSB Sahakari Bank Limited,

Authorised Signatory

Dated: 30th September 2024

Annexure - A

Expression of Interest

(On ARC/Qualified Buyer's Letter Head)

Letter No.

Date:

[Recovery Department]

Sub: Sale of Security Receipts – (Name of the Account)

We refer to TJSB Sahakari Bank Limited's advertisement on website/e-mail dated _____ on sale of SRs. We are interested and hereby confirm our intention to proceed with due diligence in Data Room being set up by you / by physically visiting your Branch/office.

We confirm that:

- (i) We are eligible and have the financial capacity to conclude the purchase of SRs which has been showcased as per the said date in accordance with the applicable laws and regulations of India.
- (ii) Subject to our findings and pursuant to the due diligence review, we intend to submit e-Bid for purchase of said Security Receipt (s) as on where on basis being auctioned by TJSB Sahakari Bank Limited.
- (iii) In undertaking this Transaction, we have no conflict of interest with and are not related, directly or indirectly, to TJSB Sahakari Bank Limited. We have already executed NDA in month of _____ and the same stands valid till _____ (copy of NDA enclosed).
- (iv) Resolution of Board of Directors/Power of Attorney (POA) duly supported by the Board Resolution authorizing the signatories for submission of EOI and to participate in e-Bidding process is enclosed.
- (v) Details of the Contact person/ Authorised signatory with address, contact nos. and Email ID is as under:

Name of the Person & designation	Contact details and email Ids

Kindly arrange to send details of the diligence documents on the above-mentioned email Ids. We shall be in touch with the concerned official as mentioned in the web-notice for due-diligence.

With regards,

<Authorised 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, Copy of RBI Registration Certificate and Copy of PAN card

C. Date of Establishment:

D. Prospective Bidder Profile:

1. Profile of Bidder (Promoter and Promoters group, Key Managerial Personnel, Shareholders & Shareholding Pattern)

2. Authorization Letter of the signatory of this EOI

Annexure - B

Undertaking (On ARC/Qualified Buyer's Letter Head)

Letter No.

Date:

[●]

SALE OF SECURITY RECEIPTS (SRs):

- (i) _____ (name of the company) hereby confirm having submitted our EOI for participating in e-auction dated _____ of specific SRs.
- (ii) We also confirm having read the terms of web-notice relating to the E- Auction.
- (iii) We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the web-notice for E- Auction.
- (iv) We may participate in the on-line auction and may submit our commercial bid. We shall abide by the procedures prescribed for online auction by the auction company.
- (v) We are eligible and have the financial capacity to conclude the purchase of SR (s) which has been showcased as per the said date in accordance with the applicable laws and regulations of India.
- (vi) We, hereby confirm that we will honour the Bids placed by us during the auction process.
- (vii) We do not have any direct or indirect link/connections/interest/relationship with the promoters/Company/Guarantors and/or any of their related parties, for which we have submitted our expression of interest vide out letter dated.....
- (viii) We are not disqualified as per Section 29 A of IBC, 2016 to submit a resolution plan in regard to stressed assets transferred to Trust..... for which Security Receipts under reference were issued. We including-
 - (a) any person (including Security Receipts holders) acting jointly or in concert with us or
 - (b) any person who is a connected person (as defined under the provisions of the IBC) with us or any person acting jointly or in concert with us;
- (ix) We further undertake that, we are neither belonged to the existing promoter group of borrowers (i.e, SRs published in the Web Notice dated 30th September 2024) and nor a subsidiary/associate/related party etc (domestic as well as overseas) of any person belonging to the existing promoter group of such borrower. (Note- This clause should be added only if, there are any instances of fraud detected by the Bank and informed the same to the bidder).
- (x) We follow all extant guidelines/notification issued by SEBI/RBI/IBA/Gol/other regulators from time to time pertaining to transfer/purchase of stressed loan exposure.

- (xi) We understand that in case of default of payment within the prescribed period, the amount deposited by us shall be forfeited and the Bank has every right to resale the SRs and forfeit all claims to the asset or to any part of the sum for which it may subsequently be sold.
- (xii) We confirm having nominated Mr./Ms. _____ designated as _____ of our company to participate in the E- Auction on behalf of the company (Resolution of Board of Directors/Power of Attorney (POA) duly supported by the Board Resolution authorizing the signatories for submission of binding bid under Swiss Challenge Method and to participate in e-Bidding process is enclosed).
- (xiii) We undertake that-the company shall be bound by the bids made by him during the E-Auction.
- (xiv) We confirm that the Bank and the auction service provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the computer, any other unforeseen circumstances etc. before or during the auction event.
- (xv) We have not taken any considerations directly or indirectly from the promoters/Company/Guarantors and/or any of their related parties.
- (xvi) The proposed acquisition is not funded and backed by promoters/Company/Guarantors and/or any of their related parties.

Signature with Company Seal.

Name:

Designation within Company / Organization.

Address of Company / Organization:

Date:

Name of Authorized Representative:

Signature of Authorized Representative:

Annexure - C

Non - Disclosure Agreement

(On Stamp Paper of Rs.500)

This Non-Disclosure Agreement (NDA) is made and entered into at _____ on this ____th of _____ 2024

BY

M/S _____ incorporated under the provisions of _____ Act, _____ having its registered office at _____ through its Authorized Signatory Mr./Mrs./Ms. _____ (hereinafter referred to as "**the Receiving Party**") which expression unless repugnant to the context or meaning thereof be deemed to include its permitted assigns) of the **FIRST PART**;

IN FAVOUR OF

TJSB Sahakari Bank Ltd., a Multi-State Scheduled Co-operative Bank registered under the provisions of Multi-State Co-operative Societies Act, 2002, carrying on the business of banking under the Banking regulation Act, 1949 (AACS), having its Head Office at TJSB House, Plot No. B-5, Road No. 2, Wagle Industrial Estate, Thane (W) - 400604 through its authorized signatory _____ (hereinafter referred to as "**the Disclosing Party**") which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **SECOND PART**.

The Receiving Party and the Disclosing Party are hereinafter collectively referred to as "**the Parties**".

Subsidiaries and Affiliates shall mean any and every corporation, entity or company, whether presently or hereafter, that directly or indirectly controls, is controlled by or is under common control of the Receiving Party, whether in the context of ownership or under business commitments or agreements.

WHEREAS:

1. The Receiving Party is in the business of _____
2. The Disclosing Party is a multi-state co-operative scheduled bank undertaking its banking business and interalia undertaking various other non-banking activities permitted as per the Applicable Laws.
3. The Disclosing party is holding the Security Receipts issued by Omkara Asset Reconstruction Pvt Ltd Trust and intends to sell such security receipts by way of e-auction in as is where is basis. The Receiving party is intending to purchase the said security receipts and hence has requested the Disclosing Party to disclose all relevant information in relation to the assets i.e. held in the said Trust.
4. The Disclosing Party being the earlier security holder in respect of all those accounts which were sold to the said Trust, is in possession of all the relevant information as is intended to be disclosed at the request of the said receiving party.

5. The receiving party vide its representation dated _____ has requested for disclosure of certain information relevant to the Security Receipts as well as assets held by the said Trust in respect of which the said Security Receipts are issued to arrive at decision regarding purchase of the said security receipt.
6. The Receiving party hereby represents that whatsoever information is disclosed to the Receiving party by the Disclosing Party shall be used by the Receiving party only for the assessment purpose to arrive at a decision regarding purchase of the said Security receipts from the Disclosing party and for no other purpose whatsoever and the disclosing party relying on the representation of the receiving party that whatever information shall be disclosed in connection with the said Security receipts or assets in respect of which such security receipts are issued, shall be strictly used only for the assessment purpose to arrive at a decision regarding purchase of the said Security receipts from the Disclosing party and for no other purpose whatsoever is ready to disclose the relevant information in consideration of the receiving Party shall undertakes to keep any such information of whatsoever nature as confidential and shall not disclose it to any other person.
7. Hence, the parties have agreed to enter into this NDA, in order to assure the confidentiality of such trade secrets and confidential and proprietary and customer information in accordance with the terms of this NDA.

NOW, THEREFORE, THIS NDA WITNESSETH AND THE RECEIVING PARTY HEREBY COVENANTS AND AGREES AS FOLLOWS: -

1. **Purpose:** The Purpose of this NDA is to maintain in confidence the various Confidential Information which is provided by the Disclosing Party to the Receiving Party during the validity of this NDA for the purpose of enabling the parties to evaluate the feasibility of purchase of said Security receipts and enter into such business relationship.
2. **“Confidential Information”:** “Confidential Information” means any and all written, oral or other tangible or intangible form of information, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, drawings, blueprints, diagrams, policies, models, samples, flow charts, data (including but not limited to the information gathered, received, processed and/or maintained by the Disclosing Party of its customers, clients, account holders and such other persons/entities for the purpose of its business and/or for the purpose of compliance of applicable laws), computer programs, disks, diskettes, tapes, algorithms, software programs, logs, marketing plans or techniques, technical, financial, or business information, trade secrets which includes but is not restricted to any portion or scientific or technical or proprietary information, design, process, policies, procedure, formula or improvement which is not generally available to the public as delivered by Disclosing Party to the Receiving Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them and any relevant processes undertaken by the Receiving Party in connection thereof. Provided that confidential information disclosed orally or those produced by electronic media or through any other intangible means shall be deemed confidential if it is identified as being confidential if it is reduced in writing within (30) thirty days from the date of such disclosure. Such writing shall specify the date, time, place, persons involved and the substance of the confidential information so disclosed. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose mentioned herein.

Notwithstanding the foregoing, Confidential Information shall not include any information which the Receiving Party can show that it:

- a. is now or subsequently becomes legally and publicly available without breach of this NDA by the Receiving Party, or
- b. was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from a source other than the Disclosing Party, or
- c. was developed by or for the Receiving Party independently and without reference to any confidential information and such independent development can be shown by documentary evidence; or
- d. is disclosed pursuant to an order of a court or government agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek an appropriate protective order relating to such disclosure.

3. **Non-disclosure:** The Receiving Party or any of its Subsidiary and Affiliates shall not use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its personnel/employees, Subsidiaries and Affiliates, prospective investors and consultants only if such a recipient has executed a Non- disclosure Agreement with the Receiving Party as well as with the Disclosing Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction prior to disclosure to such authorised recipients to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this NDA. Further, any breach of non-disclosure obligations by such personnel/employees, Subsidiaries and Affiliates, prospective investors and consultants shall be deemed to be a breach of this NDA by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information required to be disclosed under law, under the order of any Court, Tribunal or government, statutory or regulatory authorities, or governmental agency as so required by such order, provided that the Receiving Party shall, first notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek an appropriate protective order relating to such disclosure.

Notwithstanding anything contained herein this NDA, the Receiving Party undertakes and agrees to be abided by all the Policies of the Disclosing Party in relevance to confidentiality, data protection, data access and data usage etc.; breach of which may amount to any or all of the following:-

- (a) Suspension of access privileges of the Receiving Party;
- (b) Change of personnel of the Receiving Party assigned to the job by the Receiving Party;

- (c) Financial liability on part of the Receiving Party for actual, consequential or incidental damages suffered or borne by Disclosing Party;
 - (d) Termination of any/all of the arrangements or proposed arrangements with the Receiving Party.
4. **Publications:** Receiving Party shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this NDA, the contents / provisions thereof, other information relating to this NDA, the Purpose, the Confidential Information or other matter of this NDA, without the prior written approval of the Disclosing Party.
5. **Term:** This NDA shall be effective from the date hereof and shall continue till existence of business relationship between the Parties and shall be deemed as terminated upon execution of definitive agreements in furtherance of such business relationship or by giving ____ days' notice of termination by either party. Upon termination as contemplated herein, the Receiving Party shall immediately cease any and all disclosures or use of any Confidential Information, and, at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, electronic, physical, graphic or other tangible or intangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof and further, upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The obligations of the Receiving Party in respect of the disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain received by it. The Receiving Party is obliged to keep the Confidential Information received by it as confidential even after termination of this NDA.
6. **Title and Proprietary Rights:** The Receiving Party undertakes and acknowledges as follows:-
- a) Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information.
 - b) No license in respect of the Confidential Information under any trademark, patent or copyright or application for the same which are now or thereafter may be obtained by such party shall pass to Receiving Party.
 - c) The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
- This clause shall survive the Termination of this NDA.
7. **Further Obligations:** The furnishing of the Confidential Information hereunder shall not obligate the Disclosing Party to enter into any further agreement or negotiation with the Receiving Party or any other entity for any proposed business relationship (if applicable) or to refrain the Disclosing Party or any other party from entering into an

agreement with the Receiving Party. Irrespective of termination of these presents and / or non execution of any further Agreement between the Parties hereto, the Receiving Party shall indemnify the Disclosing Party against any adverse outcome of such disclosure of the Confidential Information by the Disclosing Party to the Receiving Party.

8. **Indemnification:**

The Receiving Party shall at all times and at its own cost and expense, indemnify, defend or settle, and hold the Disclosing Party and/or its directors, employees, Affiliates, assignees free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of any of the following eventualities:

- a. Breach of any of its covenants, obligations, representations or warranties contained herein, including loss or damage arising out of misconduct or negligence of the Receiving Party;
- b. Any claim, suit or proceeding brought against the Disclosing Party and/or its directors, employees etc. by any Third Party for any harm, loss or injury suffered by any Third Party arising from and out of such breach;
- c. Any claim, suit or proceeding brought against the Disclosing Party and/or its directors, employees etc. by any Third Party for any harm, loss or injury suffered by any Third Party arising from and out of the performance or non-performance of its obligations under to this NDA;
- d. Any claim, suit or proceeding brought against the Disclosing Party and/or its directors, employees etc. by any Third Party arising from and out of any deficiency of Service provided by Service Provider under to this NDA;
- e. Any action of the Receiving Party that is not authorized or permitted under this NDA;
- f. Claims made by the Receiving Party against the Disclosing Party; and/or Breach of confidentiality obligations of the Receiving Party contained in this NDA; and/or Any act or omission of the Receiving Party, resulting in a loss, damage or claim against the Disclosing Party;
- g. Any acts of wilful negligence or criminal breach of trust or fraud by the Receiving Party.

The Receiving Party hereby has agreed to indemnify and hereby indemnifies the Disclosing Party for all the time and from time to time against all the losses, claims, damages, demands, suits, litigations, etc. raised by any person whatsoever due to such sharing of the confidential information by the Disclosing Party to the Receiving Party.

This clause shall survive the Termination of this NDA.

9. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall forthwith:

- i) cease using the Confidential Information,

- ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party immediately and in any case not later than 07 (seven) days after receipt of notice, and
 - iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
10. **Entire Agreement, Amendment and Assignment:** This NDA constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This NDA may be amended or modified only with the mutual written consent of the Parties. Neither this NDA nor any right granted hereunder shall be assignable or otherwise transferable.
11. **Governing Law and Jurisdiction:** The provisions of this NDA shall be governed by the laws of India. The disputes, if any, arising out of this NDA shall be subjected to the jurisdiction of the Courts/Tribunals situated at _____.

In case of any dispute or difference between the Parties, they shall endeavour to primarily resolve such dispute or difference in an amicable manner through mutual discussions. If no settlement can be reached through consultations between the Parties within 30 business days of one Party delivering a written notice of the dispute to the other Party, then such matter may be referred to arbitration by the disputing party to be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the "Act") including amendments introduced thereto from time to time.

The Parties agree with respect to such arbitration that:

- a) The arbitration proceedings shall be conducted in English and the place of arbitration shall be Mumbai.
 - b) If the Parties fail to appoint a single arbitrator acceptable to both the Parties, there shall be three (3) arbitrators, One (1) arbitrator shall be appointed by each Party and the third shall be appointed by the other two (2) arbitrators and shall serve as the presiding arbitrator of the arbitral tribunal.
 - c) Subject to the provisions of the Act the arbitration award shall be binding on the Parties, and enforceable in accordance with its terms. The arbitrators shall state the specific reasons for their findings in writing.
 - d) The Parties agree to be bound thereby and to act accordingly.
12. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is" basis. In no event, shall the Disclosing Party, be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

13. **Notices:** All notices which are required to be given shall be in writing and shall be sent to the address of the recipient set out hereunder or such other address as the parties may notify in the future:

To Receiving Party at:

Name: [●]
Address: [●]
Tel: [●]
E-mail: [●]

To Disclosing Party at:

Name: [●]
Address: [●]
Tel: [●]
E-mail: [●]

Any such notice may be delivered personally or by registered post or by email and shall be deemed to have been served when delivered.

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

SIGNED, SEALED AND DELIVERED)

BY THE WITHIN NAMED RECEIVING PARTY)

M/S _____

(Through its authorised Signatory _____)

IN THE PRESENCE OF)

1.)

2.)

SIGNED, SEALED AND DELIVERED)

BY THE WITHIN NAMED DISCLOSING PARTY)

TJSB SAHAKARI BANK LTD

(Through its Authorised Signatory _____)

IN THE PRESENCE OF)

1.)

2.)