

शुख सागर मेडीकल हास्पिटल



BID PROCESS DOCUMENT

FOR TRANSFER OF STRESSED LOAN EXPOSURE
BY CONSORTIUM OF LENDERS
OF M/s GYANJEET SEWA MISSION TRUST (“GSMT”)
THROUGH OPEN AUCTION PROCESS FOLLOWED BY
SWISS CHALLENGE METHOD

Issued by the Lenders of GSMT through:

March 20, 2026



(A Wholly owned subsidiary of Bank of Baroda)

BOB Capital Markets Limited

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

DISCLAIMER AND IMPORTANT NOTICE

This document constitutes the Bid Process Document ("**BPD**") for the transfer of the stressed loan exposure of M/s. Gyanjeet Sewa Mission Trust (the "**Company**" or "**GSMT**" or "**Trust**") pertaining to the credit facilities advanced by a consortium of lenders comprising Bank of Baroda ("**BOB**" or "**Lead Bank**"), Bank of India ("**BOI**"), and Canara Bank ("**CB**") (collectively, the "**Lenders**" or "**Consortium Lenders**"). The Company is in default in repayment of its debt obligations owed to the Lenders, and the said exposure constitutes a stressed loan exposure (the "**Stressed Loan Exposure**"). The Lenders have deliberated upon and resolved to sell / transfer the Stressed Loan Exposure to eligible transferees including (a) Commercial Banks excluding Local Area Banks, Regional Rural Banks and Small Finance Banks; (b) All India Financial Institutions (AIFIs); (c) Non-Banking Finance Companies (NBFCs) including Housing Finance Companies (HFCs); (d) Asset Reconstruction Companies (ARCs) and (e) a company, as defined under section 2(20) of the Companies Act, 2013 other than a financial service provider as defined under section 3(17) of the Insolvency and Bankruptcy Code, 2016 ("**IBC**") (collectively, "**Permitted Transferees**" or "**Bidders**"), including the RBI (Commercial Banks – Transfer and Distribution of Credit Risk) Directions, 2025, as amended from time to time ("**RBI Directions**").

BOB Capital Markets Limited ("**BOBCAPS**" or "**Process Advisor**") has been mandated by the Lenders to advise and assist in conducting the bid process for transfer of the Stressed Loan Exposure through an open auction process followed by the Swiss Challenge Method ("**SCM**") (collectively referred to as the "**Transaction**"), in accordance with the extant RBI Directions.

Authority and Scope. This BPD is issued by BOBCAPS under the instructions of the Lenders. The information contained herein, together with any documents and data provided by the Lead Bank, is made available solely for the purpose of enabling eligible Bidders to evaluate and participate in the Transaction. This BPD is for the exclusive use of the participants and must be used strictly in accordance with the terms of the Non-Disclosure Agreement ("**NDA**") executed between each participant and the Lead Bank. For the avoidance of doubt, this BPD does not constitute an offer document and nothing herein shall be construed as a binding offer or a commitment by the Lenders to transfer the Stressed Loan Exposure.

Scope of Disclaimer. This disclaimer applies to this BPD and to all information disclosed by BOBCAPS, the Lead Bank, and/or the Lenders, and any of their respective authorised representatives, advisors, and consultants, in connection with the Transaction, whether disclosed orally, in writing, or through any other medium.

No Representation or Warranty. This BPD and any information, data, statements, or documents contained herein or separately furnished to Bidders (including through the data room) are based on information provided by the Lenders and believed to be reliable. However, neither the Lenders nor BOBCAPS make any representation or warranty, express or implied, as to the accuracy, adequacy, authenticity, completeness, or sufficiency of any such information. Past performance of the Company is not indicative of future performance. Forward-looking statements, if any, are not predictions and are subject to change without notice. This BPD has not been approved, reviewed, or vetted by any statutory, regulatory, or stock exchange authority in India or any other jurisdiction, and does not constitute investment advice or a recommendation to invest.

Bidder's Responsibility. By participating in this process, each Bidder is deemed to have conducted, or to undertake to conduct, its own independent due diligence and assessment in respect of all matters contained in or arising from this BPD, the Advertisement dated March 20, 2026, and any other information or documents furnished during the process. Bidders are solely responsible for forming their own views as to the relevance and sufficiency of the information provided, including the value, enforceability, marketability, legality, validity, and admissibility in evidence of the Stressed Loan Exposure and the underlying security interests. Neither the Lenders nor BOBCAPS shall incur any liability, directly or indirectly, for any loss or consequence arising from a Bidder's reliance on such information.

Transfer on "As-Is" Basis. The transfer of the Stressed Loan Exposure shall be strictly on an "**as is where is**", "**as is**

what is", "as is how is", "whatever there is" and "without recourse" basis, on an all-cash structure only, in accordance with the open auction process followed by SCM under the RBI Directions.

Lenders' Reserved Rights. The Lenders reserve the absolute right to: (a) accept or reject any bid or offer, whether or not valid; (b) suspend, cancel, annul, modify, or extend the whole or any part of the process, including dates and terms; and (c) disqualify any Bidder, without assigning any reason and without incurring any liability or responsibility whatsoever. Completion of the Transaction shall be at the sole discretion of the Lenders, irrespective of whether base bids, counter-bids, or a winning bid have been received or declared. No prospective Bidder or any person acting on their behalf shall be entitled to seek any redressal or remedy, whether in law, equity, contract, or otherwise. The decision of the Lenders shall be final, conclusive, and binding on all participants. The e-auction process is subject to final approval by the competent authorities of the respective Lenders.

Eligibility. Each Bidder must be legally competent, eligible, and have the requisite capacity to enter into and consummate the Transaction in compliance with all applicable laws, regulations, directions, and guidelines, including those issued by RBI, Securities and Exchange Board of India ("SEBI"), Indian Banks' Association ("IBA"), Government of India ("GOI"), and any other relevant regulatory authority from time to time.

Amendments and Updates. The information contained in this BPD is subject to change without prior notice. BOBCAPS and/or the Lenders may, in their absolute discretion, update, amend, modify, or supplement this BPD at any time. Bidders are advised to regularly visit the Process Advisor's website at www.bobcaps.in/tenders for any clarifications, amendments, modifications, time extensions, or other updates relating to the process.

Return of Document. Any recipient who decides not to pursue the Transaction is required to promptly return this BPD and all copies thereof, together with any other material relating to the Company that may have been provided, to BOBCAPS, as soon as practicable following such decision.

Non-Transferability. This BPD is strictly non-transferable and may not be assigned, shared, circulated, or transmitted to any third party without the prior written consent of BOBCAPS and the Lead Bank.

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

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1. GENERAL INFORMATION

1.1. Background and Overview of Transaction

Bank of Baroda (“**BOB**” or “**Lead Bank**”), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its registered office at Baroda Corporate Centre, C-26, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051, Maharashtra, India, and acting through its Zonal Stressed Asset Recovery Branch situated at 2nd Floor, Block-10, JDA Building, Civic Center, Madhatal, Jabalpur – 482002, Madhya Pradesh, India, is acting on behalf of a consortium of lenders comprising Bank of Baroda, Bank of India (“**BOI**”), and Canara Bank (“**CB**”) (collectively, the “**Lenders**” or “**Consortium Lenders**”) in connection with the proposed sale / transfer of the Stressed Loan Exposure of M/s. Gyanjeet Sewa Mission Trust (the “**Company**” or “**GSMT**” or “**Trust**”), pertaining to the credit facilities advanced by the Consortium Lenders, further details of which are set out in Clause 1.2 below.

The Company is in default in repayment of its debt obligations owed to the Lenders, and the aggregate outstanding exposure of the Consortium Lenders in respect of the said credit facilities constitutes the stressed loan exposure (the “**Stressed Loan Exposure**”) for the purposes of this BPD.

The Lenders have deliberated upon and resolved to sell / transfer the Stressed Loan Exposure in accordance with the RBI (Commercial Banks – Transfer and Distribution of Credit Risk) Directions, 2025, as amended from time to time (the “**RBI Directions**”), and each Lender's internal board-approved policy, to eligible transferees falling within the following categories:

- (a) Commercial Banks, excluding Local Area Banks, Regional Rural Banks and Small Finance Banks;
- (b) All India Financial Institutions (“**AIFIs**”);
- (c) Non-Banking Finance Companies (“**NBFCs**”) including Housing Finance Companies (“**HFCs**”);
- (d) Asset Reconstruction Companies (“**ARCs**”); and
- (e) a company, as defined under section 2(20) of the Companies Act, 2013, other than a financial service provider as defined under section 3(17) of the Insolvency and Bankruptcy Code, 2016 (the “**IBC**”), (collectively referred to as “**Permitted Transferees**” or “**Bidders**”)

The Lenders propose to sell / transfer the Stressed Loan Exposure to the Permitted Transferees / Bidders on the terms and conditions stipulated in this BPD. For the avoidance of doubt, it is expressly clarified that only Permitted Transferees / Bidders, as defined herein, shall be eligible to participate in this sale / transfer process.

1.2. Details of Stressed Loan Exposure

The brief details of the Stressed Loan Exposure as on February 28, 2026, are set out in the table below:

(INR in Crore)

Name of Borrower	Name of the Lenders	Book Dues	Contractual Dues	Terms of Sale/Transfer
Gyanjeet Sewa Mission Trust	Bank of Baroda	68.16	246.44	100% Cash basis
	Bank of India	62.84	149.07	
	Canara Bank	49.23	194.36	
	Total	180.23	589.87	

The Stressed Loan Exposure set out above is subject to change on account of ongoing recovery, collection, or closure of the account(s). Any recoveries in respect of the Stressed Loan Exposure up to the Cut-Off Date shall be retained by the Lenders.

1.3. Nature of Transfer – “As-Is” Basis

The sale / transfer of the Stressed Loan Exposure to the selected Bidder (the “**Acquirer**”) shall be strictly on an “**as is where is**”, “**as is what is**”, “**as is how is**”, “**whatever there is**” and “**without recourse**” basis,

on an “**All Cash**” structure only. Upon consummation of the transfer, all attendant risks associated with the Stressed Loan Exposure, including but not limited to credit risk, operational risk, legal risk, and all other risks of whatsoever nature, shall stand fully assigned and transferred to the Acquirer.

The transfer shall not be liable to be revoked, rescinded, or unwound on account of any breach, including any antecedent breach, of any representation or warranty, whether express or implied. In the event of non-realisation of any amount from the underlying assets or securities, the Lenders, whether jointly or severally, shall be under no obligation or liability to refund any amount, whether in part or in full, to the Acquirer. The Lenders reserve the sole and exclusive right to execute the Assignment Agreement / Deed of Assignment in such form and format as the Lenders may prescribe.

1.4. Non-Fund Based Exposure

The non-fund based exposure in the account, if any, shall be retained by the Lenders. The Lenders shall retain pari-passu charge on the securities relating to un-crystallized non-funded facilities. In the event of crystallization of any non-funded facilities after the date of execution of the Assignment Agreement, that portion (upon conversion into a funded facility, after adjusting margin) shall also be sold / transferred by the Lenders to the same Successful Bidder, who shall provide acceptance for the same by way of a supplementary agreement or Assignment Agreement. The purchase consideration for such crystallized portion shall be at the same rate, as a percentage of the devolved LC/BG, as the Successful Bidder had offered for the Stressed Loan Exposure.

It is clarified that un-devolved LCs and uninvoked BGs backed by 100% cash margin by way of Fixed Deposits shall not be offered in this process.

1.5. Excluded Rights — ECGC / CGTMSE and Other Claims

The Lenders shall retain the exclusive right to deal with all claims pertaining to ECGC, CGTMSE (both present and future), cash margin, insurance claims, subsidy reserve funds, and other margins in respect of the Stressed Loan Exposure. The Successful Bidder / Acquirer shall have no right, authority, or claim whatsoever in respect thereof.

1.6. Fraud-Classified Accounts

Loan exposures classified as fraud as on the date of transfer are permitted to be transferred to Permitted Transferees in accordance with the RBI Directions. Upon such transfer, the responsibilities of the transferor with respect to continuous reporting, monitoring, filing of complaints with law enforcement agencies, and proceedings related to such complaints shall also stand transferred to the Permitted Transferee.

1.7. Cut-Off Date

The “**Cut-Off Date**” shall mean the date up to and including which all realizations and recoveries in respect of the Stressed Loan Exposure shall be retained by the Lenders. For the purposes of the Transaction contemplated herein, the Cut-Off Date shall be the date of execution of the Assignment Agreement. All realizations and recoveries received by the Lenders on or after the Cut-Off Date shall be dealt with in accordance with the terms of the Assignment Agreement.

1.8. Submission of EOI and Other Documents

Permitted Transferees / Bidders shall be entitled to commence due diligence of the Stressed Loan Exposure upon submission of the following documents to the Process Advisor / Lead Bank (collectively referred to as “**EOI & Other Documents**”):

- (a) a duly executed and stamped original Expression of Interest (“**EOI**”), in the format prescribed in **Annexure – A** of this BPD;
- (b) a duly executed and stamped original Non-Disclosure Agreement (“**NDA**”) with the Lead Bank, in the

format prescribed in **Annexure – B** of this BPD, save for such amendments, if any, as may be accepted by the Process Advisor and/or the Lead Bank, executed and submitted in the manner directed by the Process Advisor on behalf of the Lenders;

- (c) a duly executed and stamped original Undertaking in terms of Section 29A of the IBC, 2016 ("**Section 29A Undertaking**"), in the format prescribed in **Annexure – C** of this BPD;
- (d) a duly executed and stamped original certificate by a practicing chartered accountant certifying the net-worth certificate ("**NWC**") as per the format prescribed in **Annexure – D** of this BPD; and
- (e) a duly executed and stamped original of any such other document(s) as the Lenders may, in their discretion, require in terms of this BPD.

1.9. **Virtual Data Room Access**

Upon due execution and submission of the EOI & Other Documents, access to a virtual data room ("**VDR**") shall be granted to the authorised persons designated in the EOI, for the purpose of conducting due diligence of the Stressed Loan Exposure. The complete details, information, data, statements, and documents pertaining to the Stressed Loan Exposure shall be made available to the Bidders through the VDR. In the event any information or documents are available only in physical form, the same shall be specifically intimated to the Bidders through the VDR.

The Lenders shall retain exclusive administrative rights over the VDR, including the right to upload, modify, or withdraw any information, data, statements, or documents made available therein. Permitted Transferees / Bidders and their authorised persons shall have view-only access to the VDR and shall have no right to download, reproduce, or extract any content therefrom, except as may be expressly permitted by the Lenders in writing.

BOBCAPS reserves the right to restrict or revoke VDR access in respect of any Permitted Transferee where it is found that the documents furnished are incomplete or do not satisfy the requirements stipulated in this BPD. In the event such Bidder rectifies the deficiency, the time consumed for such rectification shall be treated as forming part of the overall due diligence period and no extension of time shall be granted on that account.

2. **BID PROCESS**

2.1. **Bid Process Timeline**

The tentative time schedule for completion of the bid process for the sale / transfer of the Stressed Loan Exposure is set out below. All Permitted Transferees / Bidders are required to take note of and adhere to the timelines specified herein:

No.	Particulars	Timeline ¹
1	Date of Public Notice Inviting Expression of Interest (" EOI ")	20-Mar-2026 (Fri)
2	Last date and time for submission of (i) EOI, (ii) NDA, (iii) Section 29A Undertaking, and (iv) NWC by email at arbj@bankofbaroda.com and mediproject@bobcaps.in , along with a physical copies of all the aforesaid documents, duly executed and stamped by the authorised signatories.	25-Mar-2026 (Wed) by 5 PM IST
3	Sharing of information via VDR & due diligence by Permitted Transferees ²	26-Mar-2026 (Thu) to 11-Apr-2026 (Sat)
4	Last date and time for Bid Submission	15-Apr-2026 (Wed) by 4 PM IST

No.	Particulars	Timeline ¹
5	Bid Opening Date	15-Apr-2026 (Wed) at 5 PM IST
6	Last date for negotiation with Bidders and evaluation of Bids by the Lenders	17-Apr-2026 (Fri)
7	Declaration of H1 Bidder (subject to internal approval of the respective Lenders and finalisation of subsequent timeline on SCM, if any)	21-Apr-2026 (Tue)
8	The Further process i.e. the Swiss Challenge Method shall be notified upon receipt of necessary internal approvals from all the lenders	Timeline to be notified separately

Notes:

- Disclaimer on Timelines.** All timelines set out herein are tentative and subject to revision at any time, including on account of internal approvals, declared or undeclared holidays, or requisite legal clearances. The Process Advisor and/or the Lenders reserve the sole and absolute discretion to extend, modify, or discontinue the proposed sale/transfer/assignment of the Stressed Loan Exposure at any stage of the Process, without assigning any reason therefor, and their decision in this regard shall be final, conclusive, and binding on all Bidders. Notwithstanding the foregoing, time shall be of the essence with respect to all events set out in the Process schedule.
- Access to VDR.** Access to the VDR shall be granted solely upon submission of all documents specified under Clause 1.8 of this BPD, irrespective of the date of submission of the EOI. The VDR shall be closed upon expiry of the prescribed timelines, and no Bidder shall have any right to claim or seek an extension thereof. Any extension of timelines shall be at the sole and absolute discretion of the Lenders, without creating any obligation or precedent whatsoever.

2.2. Overview of the Bid Process

The bid process shall broadly comprise the following steps:

Step 1: Public Advertisement and invitation of EOI

- The Lenders issued a public advertisement on March 20, 2026 in Financial Express (All India English Editions) inviting expressions of interest from prospective Permitted Transferees / Bidders for the acquisition of the Stressed Loan Exposure.

Step 2: Submission of EOI & Other Documents; Access to VDR

- Prospective Permitted Transferees / Bidders desirous of participating in the bid process are required to submit the duly executed documents (i) EOI, (ii) NDA (iii) Section 29A Undertaking, and (iv) NWC in the format prescribed in this BPD. The aforesaid documents shall be submitted:
 - electronically, by email to armbj@bankofbaroda.bank.in & mediproject@bobcaps.in; and
 - physically, by delivering duly executed and stamped originals to: **“Mr. Sagar Bhadra - Assistant Vice President, BOB Capital Markets Limited, B-1704, Parinee Crescenzo, G Block, BKC, Bandra (East), Mumbai 400051, Maharashtra, India.”**
- Upon submission of the EOI & Other Documents, the Lenders / BOBCAPS shall grant view-only access to the VDR exclusively to the authorised persons of the respective Permitted Transferees, to enable them to conduct due diligence in respect of the Stressed Loan Exposure, in accordance with Clause 1.9 above.
- The Lenders / BOBCAPS shall be under no obligation to arrange or facilitate any site visit(s) by Permitted Transferees. All costs and expenses incurred in connection with any site visit shall be borne

exclusively by the respective Permitted Transferee. The Lenders / BOBCAPS shall not be liable for any costs or expenses incurred by any Permitted Transferee in relation to a site visit.

Step 3: Submission of Binding Bid

- The Base Bid / Reserve Price for the Stressed Loan Exposure is **INR 200.00 Crore (Rupees Two Hundred Crore only)**. Any Bid submitted by a Permitted Transferee / Bidder under this Step 3 below the Reserve Price of INR 200.00 Crore shall not be accepted and shall be treated as invalid and of no effect.
- Bids shall be submitted in the format prescribed in **Annexure – E** to this BPD.
- Each Bid shall be submitted in physical form in a sealed envelope, addressed and delivered to:

Mr. Sagar Bhadra - Assistant Vice President, BOB Capital Markets Limited, B-1704, Parinee Crescenzo, G Block, BKC, Bandra (East), Mumbai 400051, Maharashtra, India,

on or before the Bid Submission Date specified in Clause 2.1 above, or such extended date as the Lenders may determine at their sole discretion.

- Once submitted, a Bid shall be irrevocable and the Permitted Transferee shall not be entitled to withdraw, cancel, or modify its Bid in any manner whatsoever. Each Bid shall remain valid for a minimum period of **90 (ninety) days** from the date of submission. The Lenders may, at their discretion, seek an extension of the validity period for such further period as may be required to complete internal approvals.
- The Lenders / BOBCAPS reserve the right to request any Permitted Transferee to furnish such additional information as may be necessary in relation to the Bidder, the Bid submitted, its eligibility, or its financial capacity. The Permitted Transferee shall provide such information promptly upon request and without delay.

Step 4: Opening of Sealed Bids, Declaration of H1 Bidder

- The sealed envelopes containing the Bids shall be opened on the Bid Opening Date specified in Clause 2.1 above, or such extended date as the Lenders may determine at their sole discretion, in the presence of such Bidders as may wish to attend.
- On the basis of the Bids received, and subject to negotiation and approval of the bid price by the Lenders, the Bidder quoting the highest price shall be designated as the **"H1 Bidder"** and the corresponding Bid shall be referred to as the **"Highest Bid"**. The determination and selection of the H1 Bidder by the Lenders shall be final and binding on all Bidders. The Lenders reserve the right, at their sole and absolute discretion, to (a) decline to designate any Bidder as the H1 Bidder; and/or (b) withdraw or discontinue the Bid Process, in the event the Highest Bid price is not acceptable to the Lenders, without incurring any liability or obligation to any Bidder or any other person in connection therewith.
- In the event the Lenders determine and agree to designate a Bidder as the H1 Bidder, the Lenders shall notify the highest bidder of such designation in writing. Upon issuance of such notification, the H1 Bidder shall await receipt of internal approvals from the respective Lenders for declaration of the H1 Bidder as the Anchor Bidder.
- Upon declaration of the Anchor Bidder, the Anchor Bidder shall be required to deposit an amount of **INR 20.00 Crore (Rupees Twenty Crore only)** as Earnest Money Deposit (the **"EMD"**) within **1 (one)**

Business Day of the date of such declaration, by way of RTGS transfer or Demand Draft (“DD”) drawn in favour of ‘**Bank of Baroda**’. The relevant account details shall be communicated to the Anchor Bidder separately in the due course.

- The EMD shall not carry or accrue any interest whatsoever for the duration of its retention by the Lenders. The EMD shall not be encashed, appropriated, or otherwise utilised until the declaration of the Successful Bidder, and shall, in the interim, be held in a no-lien account or in the safe custody of the Lenders, as the case may be, on trust and without any right of set-off or lien.
- In the event that no Bids are received, or the Bids received are not acceptable to the Lenders, the Lenders shall, at their sole and absolute discretion, be entitled to exercise any one or more of the following rights, without incurring any liability or obligation whatsoever to any Bidder or any other person:
 - (a) negotiate the terms of acquisition with the H1 Bidder, if any;
 - (b) annul, cancel, or modify the Bid Process, in whole or in part;
 - (c) modify the eligibility criteria, bidding requirements, or any other terms and conditions of the Bid Process; and/or
 - (d) initiate and undertake a fresh bid process, on such terms and conditions as the Lenders may deem fit.

The decision of the Lenders in exercise of any of the aforesaid rights shall be final, conclusive, and binding on all Bidders and participants. No Bidder, or any person acting on their behalf, shall be entitled to seek any redressal, remedy, or compensation, whether in law, in equity, or otherwise, in connection therewith.

Step 5: Swiss Challenge Method

- Upon receipt of internal approvals from the respective Lenders, the Lead Bank shall initiate the Swiss Challenge Method (“SCM”). The detailed rules and timelines governing the SCM process, any modifications thereto, shall be communicated, published, and/or uploaded on the relevant platform in due course.

3. ELIGIBILITY CRITERIA FOR THE BID

- 3.1. Permitted Transferees as defined under the extant RBI Directions are eligible to participate in the bid process as prospective Bidders, comprising Commercial Banks, excluding Local Area Banks, Regional Rural Banks and Small Finance Banks; AIFs (NABARD, NHB, EXIM Bank, SIDBI and NaBFID); All Non-Banking Finance Companies (NBFCs) including housing Finance Companies (HFCs); Asset Reconstruction Companies (ARCs) and a company, as defined under Section 2(20) of the Companies Act, 2013, other than financial service providers as defined under Section 3(17) of the IBC. Acquisition of loan exposures by such companies shall be subject to the relevant provisions of the Companies Act, 2013.
- 3.2. Each prospective Permitted Transferee / Bidder shall be duly licensed/registered under the applicable laws and shall be otherwise eligible for the purchase of the Stressed Loan Exposure in accordance with all applicable laws and regulatory requirements.
- 3.3. Each prospective Permitted Transferee / Bidder shall have full power and authority to participate in the bid process and to discharge and implement the bid submitted by it.
- 3.4. Each prospective Permitted Transferee / Bidder shall not be disqualified under Section 29A of the IBC as on: (i) the date of submission of the EOI; (ii) the date of submission of the Bid; (iii) the date of

implementation of the bid, i.e., until complete implementation of all actions under the Assignment Agreement to be executed between the Lenders and the Successful Bidder.

- 3.5. Prospective Permitted Transferees / 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 shall comply with all applicable circulars, directions, and notifications issued by RBI thereunder.
- 3.6. All Bidders shall have a minimum net worth of **INR 500 Crore (Rupees Five Hundred Crore only)** as on March 31, 2025. [All Bidders shall submit a net-worth certificate obtained from a practicing chartered accountant, along with the EOI in the format prescribed in this BPD (**Annexure – D**).]
- 3.7. The Base Bid / Reserve Price for the acquisition of the Stressed Loan Exposure is **INR 200.00 Crore (Rupees Two Hundred Crore only)**. Any Bid submitted below the Reserve Price shall be summarily rejected and treated as invalid, irrespective of any other terms or conditions of the Bid. The Lenders shall not be obligated to consider, evaluate, or communicate the rejection of any such invalid Bid.

4. OTHER TERMS & CONDITIONS

- 4.1. **Unconditional Acceptance of BPD.** The submission of a Bid by a Bidder shall be deemed to constitute unconditional acceptance of all the terms and conditions of this BPD.
- 4.2. **As-Is Basis.** The sale / transfer of the Stressed Loan Exposure shall be strictly on an **"as is where is", "as is what is", "as is how is", "whatever there is", and "without recourse"** basis, with all credit, operational, legal, and other risks associated with the Stressed Loan Exposure being transferred to the Acquirer. The transfer shall not be liable to be revoked on account of any breach, including antecedent breach, of any representation or warranty. In the event of non-realisation from the underlying assets or securities, the Lenders shall not be liable to refund any amount, in part or in full.
- 4.3. **Independent Assessment.** Each Bidder is expected to submit its Bid on the basis of its own independent study, assessment, and valuation of the Stressed Loan Exposure. By virtue of submitting a Bid, each Bidder shall be deemed to have conducted its own independent due diligence, at its own cost and expense, including verification of all legal proceedings and ascertainment of all known and unknown liabilities, encumbrances, and other dues from concerned authorities or stakeholders, to its own satisfaction.
- 4.4. **No Liability for Information.** The Lenders / BOBCAPS make no representation or warranty and assume no responsibility for any inaccuracy, inadequacy, or incompleteness of the information provided in this BPD or through the VDR, including with respect to loan documents, outstanding balances, mortgage details, security interests, legal proceedings, or ROC charge registrations. All costs and expenses incurred by any Bidder in connection with the Transaction, including due diligence, preparation, and submission of the Bid, and fees of its own advisors, shall be borne exclusively by such Bidder, whether its Bid is accepted or rejected.
- 4.5. **Bid Validity.** Each Bid shall remain valid for a minimum period of **90 (ninety) days** from the date of submission.
- 4.6. **Assignment Agreement.** The draft Assignment Agreement shall be prepared in accordance with the Lenders' policy and shall be shared with the Successful Bidder in due course. The Successful Bidder shall arrange to collect all security documents, loan documents, and other related documents from the Lenders' corporate office / branches at a mutually convenient date and time, within **30 (thirty) days** from the date of execution of the Assignment Agreement.
- 4.7. **Post-Assignment Obligations.** Immediately upon execution of the Deed of Assignment, the Assignee shall

initiate all necessary steps to substitute its name in place of the Lenders in respect of all legal proceedings pending before any court, tribunal, or authority.

- 4.8. **Taxes and Statutory Costs.** The Successful Bidder shall be solely and absolutely responsible for the completion of all statutory, regulatory, and other compliances in respect of the Transaction, including payment of all costs, charges, expenses, stamp duties, adjudication fees, registration charges, and other levies (whether payable in one or more states or jurisdictions), as well as any future taxes arising out of or in connection with the Transaction.
- 4.9. **Lenders' Reserved Rights.** The Lenders / BOBCAPS reserve the right to: (a) cancel, modify, or alter any terms of this BPD at any time; (b) not proceed with or cancel, annul, or postpone the proposed sale / transfer at any stage, without assigning any reason and without incurring any liability or obligation; and (c) examine, accept, or reject any or all EOIs, Bids, or offers at their sole discretion. The decision of the Lenders in this regard shall be final, conclusive, and binding on all participants. This BPD does not constitute and shall not be deemed to constitute an offer or commitment by the Lenders or BOBCAPS.
- 4.10. **Addenda.** The Lenders shall have the right to issue addenda to this BPD to clarify, amend, modify, supplement, or delete any condition, clause, or item stated herein. Each addendum so issued shall form an integral part of this BPD. Such amendments may be published on the Lenders' / BOBCAPS's website or communicated by such other mode as the Lenders may deem fit. Bidders are advised to regularly visit the website at www.bobcaps.in/tenders for updates.
- 4.11. **No Contact with Borrower.** No Bidder or any of its representatives shall have any contact with the Company, its owners, promoters, or operators of any security in connection with any inspection, due diligence, or otherwise in connection with this Transaction.
- 4.12. **No Conflict of Interest.** Each Bidder confirms that it does not have any direct or indirect link, connection, interest, or relationship with the Company or its promoters, trustees, guarantors, security providers, and/or any of their respective related parties; that it has not received and shall not receive any consideration, directly or indirectly, from any of the foregoing in connection with this Transaction; and that the proposed acquisition is not funded, backed, or facilitated, directly or indirectly, by any of the foregoing.
- 4.13. **Regulatory Compliance.** Each Bidder shall be independently obligated to follow, adhere to, and ensure compliance with all extant guidelines, notifications, and directions issued by SEBI, RBI, IBA, and any other applicable regulatory authority, pertaining to the transfer of stressed loan exposures.
- 4.14. **Document Retention.** All documents executed by the Company and/or its promoters in favour of the Lenders shall continue to be held by the Lenders until the entire Consideration Price has been received.
- 4.15. **Ownership of Bid Documents.** The Bid and all related documents submitted by a Bidder shall become the property of the Lenders upon submission. The Lenders shall have no liability or obligation to return the same to the Bidder. However, the EMD of unsuccessful Bidders shall be returned in accordance with the provisions of this BPD.
- 4.16. **Non-Contestability.** Each Bidder, by participating in this process, agrees to be bound by the terms of this BPD and shall not contest or challenge the same before any court of law. Neither any Bidder nor any of its representatives shall have any claim whatsoever against BOBCAPS or any of the Lenders arising out of or in relation to this BPD.
- 4.17. **Business Day Convention.** If any act required to be performed on or before a specified date falls on a day that is not a Business Day, it shall be performed on or before the immediately succeeding Business Day.

Time is of the essence throughout this BPD.

- 4.18. **Dispute Resolution.** In the event of any dispute or difference regarding the interpretation of any term or clause of this BPD, or the sequence of events described herein, the decision of Bank of Baroda, acting on behalf of the Lenders, shall be final, conclusive, and binding on all parties concerned.
- 4.19. **Language.** This BPD, the EOI, and all related correspondence and documents submitted in connection herewith shall be in the English language.
- 4.20. **No Responsibility for Non-Receipt.** BOBCAPS and the Lenders shall bear no responsibility for the non-receipt of any EOI, Bid, or other correspondence sent by post, email, courier, or any other mode.
- 4.21. **SEBI Disclaimer.** This BPD shall in no case be construed as an invitation to invest under any of the SEBI regulations.
- 4.22. **Contact Details**
For any further clarifications in connection with this BPD or the bid process, please contact the following officials:

Contact Person	Organisation	Telephone No.	Email-ID
Mr. Sagar Bhadra, AVP	BOB Capital Markets Limited	+91 - 76664 12395	mediproject@bobcaps.in
Mr. Hemant Gupta, Senior Manager		+91 - 98194 36276	
Mr. Rahul Patil, Chief Manager	Bank of Baroda, BCC	+91 - 99602 74799	sales.recovery.bcc@bankofbaroda.com
Mr. Ashish Kalra, AGM	Bank of Baroda, ZOSARB, Jabalpur	+91 - 98105 53775	arbj@bankofbaroda.com

Annexure – A: EXPRESSION OF INTEREST (EOI)

(To be submitted on the letterhead of the Permitted Transferee)

Date: _____

To,

BOB Capital Markets Limited

17th Floor, 1704, B Wing,

Parinee Crescenzo, G Block,

BKC, Bandra (East),

Mumbai – 400051,

Maharashtra, India.

Email: mediproject@bobcaps.in

Dear Sir / Madam,

Sub: Expression of Interest (EOI) for Sale / Transfer of the Stressed Loan Exposure of M/s Gyanjeet Sewa Mission Trust.

1. Reference and Background

We refer to the public advertisement dated March 20, 2026, issued by Bank of Baroda ("**BOB**" / "**Lead Bank**"), acting on behalf of the Consortium Lenders, in connection with the proposed sale / transfer of the Stressed Loan Exposure of M/s. Gyanjeet Sewa Mission Trust. Having reviewed and fully understood the advertisement and the Bid Process Document ("**BPD**") dated March 20, 2026, including all terms, conditions, and modifications or amendments thereto, we hereby submit this Expression of Interest ("**EOI**").

2. Confirmations

We hereby irrevocably confirm, represent, and undertake as follows:

- (a) We are duly authorised to submit this EOI on behalf of _____ [Name of Bidder] and have studied and fully understood all the information provided in the advertisement and the BPD, including any modifications or amendments thereto.
- (b) Our Bid, when submitted, shall be unconditional, irrevocable, and binding on us in all respects.
- (c) We confirm that our offer shall be on an "*as is where is*", "*as is what is*", "*as is how is*", "*whatever there is*", and "*without recourse*" basis, on an all-cash structure only.
- (d) We confirm compliance with all applicable laws and extant guidelines / notifications issued by SEBI, RBI, IBA, and any other applicable regulatory authority pertaining to the sale / transfer / assignment of stressed loan exposures.
- (e) We confirm having read, understood, and agreed to abide by all the terms of the advertisement and the BPD, including all amendments, corrigenda, and clarifications issued thereto.
- (f) We confirm that we have, or will have, the financial capacity to fund the acquisition of the Stressed Loan Exposure, and that there are no restrictions or prohibitions of any nature preventing us from bidding or participating in this process.
- (g) We confirm that we are in compliance with the net-worth criteria as specified in the Bid Process Document and have attached a certificate by a practicing chartered accountant certifying the net-worth certificate as per the prescribed format in the BPD.
- (h) We undertake to deposit an EMD of **INR 20.00 Crore (Indian Rupees Twenty Crore only)** in the event we are declared as the Anchor Bidder, in accordance with the terms of the BPD.
- (i) We confirm that we are in compliance with, and shall continue to comply with, all applicable RBI guidelines, directions, and circulars governing the transfer of stressed loan exposures, including the Reserve Bank of India (Commercial Banks – Transfer and Distribution of Credit Risk) Directions, 2025 dated November 28, 2025 ("**RBI Directions**"), to the extent applicable to us in our capacity as a

Permitted Transferee.

- (j) We confirm that we do not have any direct or indirect link, connection, interest, or relationship with the Company or its promoters, trustees, guarantors, security providers, and/or any of their respective related parties; that we are not a subsidiary, associate, or related party of any person belonging to the existing promoter group of the Company; and that we have no conflict of interest with the Consortium Lenders or any of their officers.
- (k) We understand and accept that the Lenders / BOBCAPS reserve the right to reject or accept any EOI or Bid, either fully or partly, and to cancel the process at any stage without assigning any reason. We shall regularly visit the website of the Lenders / BOBCAPS for updates and clarifications.
- (l) The executed NDA, Section 29A Undertaking, and NWC, in the formats prescribed in the BPD, are annexed to this EOI.
- (m) Subject to our due diligence findings, we intend to participate in the e-auction for the transfer of the Stressed Loan Exposure and submit a bid accordingly.
- (n) This EOI shall remain valid for a minimum period of **90 (ninety) days** from the date of submission, unless the process is abandoned or withdrawn by the Lenders in writing before such period.
- (o) We further confirm that all information furnished by us in this EOI, the NDA, and the Section 29A Undertaking is true, correct, complete, and accurate in all respects.
- (p) All capitalised terms used herein but not defined shall have the meanings assigned to them in the BPD.

3. Contact Person / Authorised Signatory

Name & Designation	Address	Mobile	E-Mail

4. Enclosures

The following documents are enclosed herewith:

A. Name and Address:

- 1. Name of the Firm/Company/Organization:
- 2. Address:
- 3. Telephone No:
- 4. Email:

B. Statutory Documents:

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

C. Date of Establishment:

D. Bidder Profile:

- 1. Profile of the Bidder (promoters, promoter group, Key Managerial Personnel, shareholders, and shareholding pattern).
- 2. RBI Registration Certificate / certificate from other applicable regulatory authority.
- 3. Certificate by a practicing chartered accountant certifying Net-Worth of the Bidder in the prescribed format (**Annexure D**).
- 4. Financial Profile of the Bidder (audited annual reports / financial statements for the last 3 financial years).
- 5. Board Resolution and/or Power of Attorney ("POA"), duly authorising the signatory of this EOI.
- 6. Any other document(s), as may be required under applicable regulatory requirements and/or as specified by the Lenders.

Yours faithfully,
For and on behalf of [Name of Bidder]

Name:

Designation:

Date:

Place:

Annexure – B: NON-DISCLOSURE AGREEMENT

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

THIS NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made and entered into at Mumbai, on this ____ day of _____, 2026;

BETWEEN:

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 the “**Disclosing Party**” which expression unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the ONE PART;

AND:

_____, 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 the “**Receiving Party**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the OTHER PART;

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

WHEREAS:

- A. Gyanjeet Sewa Mission Trust (the “**Company**” or “**GSMT**” or “**Trust**”) had availed certain credit facilities from a consortium of lenders comprising Bank of Baroda, Bank of India and Canara Bank (hereinafter collectively referred to as the “**Lenders**” or “**Consortium Lenders**”). The Company is in default in repayment of its debt obligations, and the aggregate outstanding exposure constitutes the stressed loan exposure (the “**Stressed Loan Exposure**”).
- B. The Lenders have resolved to sell / transfer the Stressed Loan Exposure in accordance with applicable law and the RBI (Commercial Banks – Transfer and Distribution of Credit Risk) Directions, 2025 (the “**RBI Directions**”).
- C. BOB Capital Markets Limited (“**BOBCAPS**”) has been mandated by the Lenders to assist and advise them on the bid process and all matters incidental thereto in connection with the sale / transfer of the Stressed Loan Exposure under an open auction process followed by the Swiss Challenge Method (“**SCM**”).
- D. The Lenders issued an advertisement dated March 20, 2026, inviting expressions of interest from eligible bidders for the said transfer.
- E. The Receiving Party is desirous of acquiring the Stressed Loan Exposure under the open auction process followed by the SCM, and the Disclosing Party is willing to disclose certain confidential and proprietary information solely to enable the Receiving Party to evaluate and participate in the said Transaction (the “**Purpose**”).

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agrees as follows:

1. DEFINITIONS

- 1.1 **"Confidential Information"** means any and all information, data, material, or documents, in whatever form or medium, disclosed by the Disclosing Party to the Receiving Party in connection with the Purpose, including financial, operational, business, customer, and technical information, whether or not marked as confidential.
- 1.2 Confidential Information shall not include information which the Receiving Party can demonstrate by documentary evidence: (a) is or becomes publicly available through no breach by the Receiving Party; (b) was already rightfully in the Receiving Party's possession, free of any confidentiality obligation, prior to disclosure by the Disclosing Party; (c) was rightfully received from a third party not under any obligation of confidentiality with respect thereto; (d) was independently developed by the Receiving Party without reference to any Confidential Information; or (e) is required to be disclosed pursuant to an order of a court of competent jurisdiction or a direction of a regulatory or governmental authority, provided that the Receiving Party shall, unless prohibited by law, promptly notify the Disclosing Party of such requirement so as to afford it a reasonable opportunity to seek appropriate protective relief prior to such disclosure.

2. CONFIDENTIALITY OBLIGATIONS, USE RESTRICTIONS, AND EXCLUSIONS

2.1 Confidentiality and Use Obligations. The Receiving Party shall:

- (a) hold all Confidential Information in strict confidence and take all reasonable steps to protect it from unauthorised disclosure or misuse;
- (b) use Confidential Information solely and exclusively for the Purpose and for no other purpose whatsoever;
- (c) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except to such of its directors, officers, employees, legal counsel, and professional advisors who: (i) have a legitimate need to know such information solely for the Purpose; and (ii) are bound by confidentiality obligations no less restrictive than those set out in this Agreement (collectively, "**Representatives**");
- (d) not copy, reproduce, or extract any Confidential Information except to the extent reasonably necessary for the Purpose;
- (e) not disclose to any person the fact that Confidential Information has been made available, the existence or contents of this Agreement, or the fact that negotiations or discussions between the Parties are taking or have taken place, or any terms, conditions, or status thereof; and
- (f) exercise, in relation to Confidential Information, at least the same degree of care and diligence as it applies to its own confidential information of a similar nature, and in any event no less than a reasonable standard of care.

2.2 Responsibility for Representatives. The Receiving Party shall: (a) prior to disclosing any Confidential Information to its Representatives, inform them of the confidentiality obligations under this Agreement; and (b) be responsible and liable for any breach of this Agreement by any of its Representatives as if such breach were committed by the Receiving Party itself.

2.3 No Obligation to Transact. The disclosure of Confidential Information under this Agreement shall not create any obligation on either Party to enter into any further agreement, or to proceed with any business relationship or transaction. Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, or employer-employee relationship between the Parties. No Party shall have the right, power, or implied authority to create any obligation or duty, express or implied, on behalf of the other Party.

3. EXCLUSIONS

3.1 Notwithstanding anything contained in Clause 2 above, the confidentiality obligations of the Receiving Party shall not apply to any information that:

- (a) was already rightfully in the Receiving Party's possession, free of any obligation of confidentiality, prior to its disclosure by the Disclosing Party under this Agreement;
- (b) is or becomes publicly available through no act, omission, or breach by the Receiving Party;
- (c) was rightfully received by the Receiving Party from a third party who was not, at the time of such disclosure, under any obligation of confidentiality with respect thereto;
- (d) was independently developed by or for the Receiving Party without reference to, or use of, any Confidential Information; or
- (e) was disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

3.2 **Compelled Disclosure.** In the event the Receiving Party is required to disclose any Confidential Information pursuant to an order of a court of competent jurisdiction, or a direction of a governmental or regulatory authority, the Receiving Party shall, to the extent permitted by law:

- (a) promptly notify the Disclosing Party in writing of such requirement, accompanied by a copy of the relevant order, direction, or legal process;
- (b) afford the Disclosing Party a reasonable opportunity to seek an appropriate protective order or other relief prior to making such disclosure; and
- (c) disclose only that portion of the Confidential Information that is strictly required to comply with such order or direction, and use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

4. OWNERSHIP AND NO LICENSE

4.1 All Confidential Information disclosed hereunder shall, at all times, remain the sole and exclusive property of the Disclosing Party, irrespective of the form or manner of its disclosure.

4.2 No license, interest, or right (including, without limitation, any intellectual property right) in or to the Confidential Information, or any copy, portion or embodiment thereof, is granted or implied by this Agreement. 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.

4.3 The Receiving Party shall not remove, alter, or obscure any proprietary notices on the Confidential Information, nor add its own marks or logos thereto.

4.4 The Receiving Party acknowledges that the Confidential Information is made available on a "as-is" basis. The Disclosing Party hereby disclaims all representations, warranties, conditions, and terms, whether express or implied, including without limitation any representation, or warranty, condition, 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 execution ("**Effective Date**") and shall remain valid until the completion of the Purpose or the execution of a definitive agreement, whichever is earlier ("**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, for a term of **1 (one) year** from the date of such termination or expiry, as the case may be.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

6.1 Upon the written request of the Disclosing Party, or upon termination/expiry of this Agreement, the Receiving Party shall, within **45 (forty-five) days**, return or destroy all Confidential Information, including all copies, abstracts, extracts, notes, and electronic records thereof, and furnish written confirmation of having done so.

6.2 The Receiving Party may retain one archival copy solely for internal compliance purposes or as required by applicable law, provided such retained copy remains subject to the confidentiality obligations of this Agreement.

7. REMEDIES

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 liable for 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 and 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 the Receiving Party of its obligation under this Agreement.

9. GENERAL PROVISIONS

9.1 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Subject to Clause 9.2, the Courts at Mumbai shall have exclusive jurisdiction.

9.2 **Dispute Resolution.** Any dispute arising out of or in connection with this Agreement shall be referred to a sole arbitrator appointed by mutual consent of the Parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended. The seat and venue shall be Mumbai; the language shall be English.

9.3 **Amendment.** No modification or amendment shall be effective unless made in writing and duly signed by both Parties.

9.4 **Non-Assignment.** Neither Party may assign or transfer this Agreement or any rights hereunder without the prior written consent of the other Party.

9.5 **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to the disclosure of Confidential Information for the Purpose and supersedes all prior oral or written agreements in relation thereto.

9.6 **Severability.** If any provision is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- 9.7 **Waiver.** No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.
- 9.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.
- 9.9 **Notices.** All notices shall be in writing and in English language and delivered in person, by registered post, courier, or email (with hard copy to follow). A notice shall be deemed received upon actual delivery to the recipient Party at the address set out herein.

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

For and on behalf of **BOB Capital Markets Limited**

For and on behalf of **[Name of the Receiving Party]**

Name:

Designation:

Date:

Place:

Name:

Designation:

Date:

Place:

Annexure – C: SECTION 29A UNDERTAKING

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

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

BY:

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

IN FAVOUR OF:

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

WHEREAS:

- A. Gyanjeet Sewa Mission Trust (the “**Company**” or “**GSMT**” or “**Trust**”) had availed certain credit facilities from a consortium of lenders comprising Bank of Baroda, Bank of India and Canara Bank (hereinafter collectively referred to as the “**Lenders**” or “**Consortium Lenders**”). The Company is in default in repayment of its debt obligations, and the said exposure constitutes the stressed loan exposure (the “**Stressed Loan Exposure**”).
- B. The Lenders have resolved to sell / transfer the Stressed Loan Exposure in accordance with applicable law and the RBI (Commercial Banks – Transfer and Distribution of Credit Risk) Directions, 2025 (the “**RBI Directions**”).
- C. BOB Capital Markets Limited (“**BOBCAPS**”) has been mandated by the Lenders to assist and advise them on the bid process and all matters incidental thereto in connection with the sale / transfer of the Stressed Loan Exposure under an open auction process followed by the Swiss Challenge Method (“**SCM**”).
- D. In terms of Clause 62 of the RBI Directions, a price discovery mechanism through the Swiss Challenge Method is required to be adopted. Accordingly, the Disclosing Party, acting on behalf of the Lenders, issued an advertisement dated March 20, 2026, inviting expressions of interest under the open auction process followed by the SCM.
- E. In terms of the RBI Directions, the transferee of the debt / financial assets arising out of such debt shall not be any person ineligible or disqualified under the provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016 (the “**IBC**”).
- F. The Executant is desirous of acquiring the Stressed Loan Exposure under the open auction process followed by the SCM, and is accordingly executing this Undertaking in favour of Bank of Baroda, acting on behalf of the Lenders.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THIS UNDERTAKING WITNESSETH AS FOLLOWS:

The Executant hereby irrevocably agrees, confirms, represents, and undertakes that:

1. The Executant is eligible to submit a Bid and is not disqualified under Section 29A of the IBC from acquiring the debt / financial assets arising out of such debt of the Company under the open auction process followed by the SCM. Such eligibility shall continue to subsist as on the date of submission of the Bid and as on the date of consummation of the Transaction.
2. The source of funds for the purchase / assignment of the debt / financial assets arising out of such debt of the Company is, and shall at all times remain, in compliance with the requirements of Section 29A of the IBC and all other applicable laws.
3. The Executant does not have any direct or indirect nexus, connection, interest, or relationship with the Company or its promoters, trustees, guarantors, security providers, and/or any of their respective related parties.
4. The Executant has not received, and shall not receive or accept, directly or indirectly, any consideration in connection with the Transaction from the Company or its promoters, trustees, guarantors, security providers and/or any of their respective related parties.
5. The proposed acquisition of the Stressed Loan Exposure shall not be funded, backed, or facilitated, directly or indirectly, by the Company or its promoters, trustees, guarantors, security providers and/or any of their respective related parties; and the ultimate transferee of the Stressed Loan Exposure shall not be the Company or its promoters, trustees, guarantors, affiliates, and/or their related parties.

IN WITNESS WHEREOF, the Executant has executed this Undertaking on the day, month and year first hereinabove written.

For and on behalf of **[Name of the Bidder]**

Name:

Designation:

Date:

Place:

Annexure – D: NET WORTH CERTIFICATE
(To be issued by a practicing-chartered accountant)

Dated: _____

To,
BOB Capital Markets Limited
17th Floor, 1704, B Wing,
Parinee Crescenzo, G Block,
BKC, Bandra (East),
Mumbai – 400051,
Maharashtra, India.
Email: mediproject@bobcaps.in

Dear Sir / Madam,

Sub: Certificate for confirmation of net-worth of _____ [Name of the Bidder]

We hereby certify that;

The [Name of the Bidder]'s net worth as of March 31, 2025, as determined by the audited financial statements of March 31, 2025 prepared in accordance with Indian Accounting Standard, is INR _____ on a consolidated basis;

The supporting calculations, with respect to the aforesaid net worth amounts, are given below:

Particulars	INR in Crore
Paid-up Equity Share Capital	
Add:	
- Compulsorily Convertible Preference Shares	
- Free Reserves	
- Security Premium	
- Capital Reserves (surplus arising out of sale proceeds of assets)	
Less:	
- Revaluation Reserves	
- Accumulated Losses	
- Book Value of Intangible Assets	
- Deferred Revenue Expenditure	
Net Worth as at _____	

For and on behalf of [Name of the CA Firm]

Name:

Designation:

UDIN:

Date:

Place:

Annexure – E: BID DOCUMENT

(To be submitted on the letterhead of the Permitted Transferee)

Date: _____

To,

BOB Capital Markets Limited

17th Floor, 1704, B Wing,

Parinee Crescenzo, G Block,

BKC, Bandra (East),

Mumbai – 400051,

Maharashtra, India.

Email: mediproject@bobcaps.in

Dear Sir / Madam,

Sub: Bid for Acquisition of the Stressed Loan Exposure of M/s. Gyanjeet Sewa Mission Trust through Open Auction Process followed by Swiss Challenge Method

1. Reference and Background

We refer to public advertisement dated March 20, 2026, issued by Bank of Baroda ("BOB" / "Lead Bank"), acting on behalf of a consortium of lenders comprising Bank of Baroda, Bank of India ("BOI"), and Canara Bank ("CB") (collectively, the "Lenders" or "Consortium Lenders"), in connection with the proposed sale / transfer of the stressed loan exposure of M/s. Gyanjeet Sewa Mission Trust (the "Company" / "GSMT" / "Trust"). The total outstanding contractual dues of the Company as on February 28, 2026 aggregate to **INR 589.87 Crore (Rupees Five Hundred Eighty-Nine Crores and Eighty-Seven Lakhs only)**.

Having reviewed and fully understood the advertisement and the Bid Process Document ("BPD"), including all terms, conditions, and amendments thereto, we hereby submit our Bid (the "Bid") for the acquisition of the Stressed Loan Exposure, on the terms and conditions set out herein.

2. Confirmations and Representations

We hereby irrevocably confirm, represent, and declare as follows:

(a) **Authority:** We are duly authorised to submit this Bid on behalf of _____ [Name of Bidder]. We have studied and fully understood all information in the advertisement and BPD and are submitting this Bid with full knowledge of all consequences thereof.

(b) **PAN:** The Permanent Account Number of the Bidder is _____.

(c) **Authorisation to Investigate:** We unconditionally and irrevocably authorise the Lenders and their authorised representatives to conduct such inquiries and/or investigations as they may deem fit, without being obligated to do so, for the purpose of verifying any statements, documents, or information submitted by us in connection with this Bid.

(d) **Eligibility and Financial Capacity:** We confirm that we are eligible under the RBI Directions and all applicable laws and regulations of India and possess the requisite financial capacity to consummate the acquisition of the Stressed Loan Exposure in accordance with the terms of the BPD.

(e) **No Conflict of Interest:** We confirm that we have no conflict of interest with, and are not related, directly or indirectly, to any of the Lenders or the Borrower in connection with this Transaction.

(f) **Contact Person / Authorised Signatory:** The details of the contact person / authorised signatory authorised to represent us in connection with this Bid are as follows:

Particulars	Details
Name of Contact Person/ Authorized Signatory	
Designation	
Address	
Contact Number	
Email ID	

3. Bid Details

Subject to and in accordance with the terms and conditions of the BPD, we hereby offer to acquire the entire Stressed Loan Exposure on the following terms:

Particulars	Details
Offer Price (100% Upfront Cash Consideration)	INR _____ Crore (Indian Rupees _____ Crore only)
Basis of Offer	100% Cash, Upfront, without recourse

*We acknowledge and confirm that the Base Bid / Reserve Price for the Stressed Loan Exposure is **INR 200.00 Crore (Rupees Two Hundred Crore only)**, and that the offer price stated above is equal to or above the Reserve Price. We understand that any Bid below the Reserve Price shall be treated as invalid and shall not be considered.*

4. Earnest Money Deposit

We hereby unconditionally undertake that, in the event we are declared as the Anchor Bidder in accordance with the terms of the BPD, we shall deposit an amount of **INR 20.00 Crore (Rupees Twenty Crore only)** as Earnest Money Deposit (the "EMD"), within **1 (one) Business Day** of the date of notification of such declaration, by way of RTGS transfer or Demand Draft drawn in favour of 'Bank of Baroda'.

5. Enclosures

(i) Board Resolution and/or Power of Attorney ("POA"), duly authorising the signatory of this Bid to submit the Bid and represent the Bidder in connection with the Transaction.

Yours faithfully,

For and on behalf of [Name of the Bidder]

Name:

Designation:

Date:

Place: