

	<p align="center">Canara Bank Head Office, Bengaluru 560002.</p>		<p align="center">IDBI Capital Markets & Securities Ltd. 6th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400005.</p>
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Web Notice for Participation in Swiss Challenge Bidding Process for Transfer of Stressed Loan Exposure

1. IDBI Capital Markets & Securities Limited (“**ICMS**”) mandated as Process Advisor by Canara Bank (“**Canara Bank**”/ “**Bank**”), is seeking Expression of Interest (“**EOI**”) to undertake Swiss Challenge Method Bidding for transferring their Stressed Loan Exposure in NSL Sugars Ltd., NSL Krishnaveni Sugars Ltd. & NSL Textiles Ltd account(s) (“**NSL**”) on “**All Cash**” basis and is soliciting binding bids in the form of irrevocable offers from the permitted entities strictly in accordance with the Bank’s Policy on Transfer of Stressed Loan Exposure and the extant Reserve Bank of India’s Master Directions on Transfer of Stressed Loan Exposures (“**RBI MD**”) and applicable laws. However, please note that the transfer/ assignment will be subject to the final approval by the respective competent authorities of the Canara Bank.
2. Brief details of stressed loan exposures showcased:-

Name of the Account	Reserve price
NSL Sugars Ltd.	<p align="center">Rs. 220.52 crore (Rupees Two Hundred Twenty Crores Fifty Two Lakh only)</p>
NSL Krishnaveni Sugars Ltd.	
NSL Textiles Ltd.	

3. The transfer of stressed loan exposure to the permitted entities will be strictly on “**As is where is, as is what is**”, “**whatever there is**” and “**without recourse**” basis, i.e. with the risk such as the credit risk, operational risk, legal or any other type of risks whatsoever associated with the Stressed Loan Exposure(s) being transferred to the acquirer and that the same shall not be liable to be revoked for any breach including antecedent breach of any representation and warranty. In the event of non-realization of amount out of assets/securities, the Bank is not liable to refund anything in part or full. The Bank reserves the right to execute the Assignment Agreement as per the approved format of the Bank.
4. The permitted entities (as per the RBI Master Direction Transfer on Loan Exposures dated September 24, 2021 updated on December 28, 2023) may conduct due diligence of the asset with immediate effect, after submitting EOI and executing a Non-Disclosure Agreement (“**NDA**”) with ICMS. The EOI along with all the requisite documents duly stamped and signed is to be submitted to **Manager, IDBI Capital Markets & Securities Limited, 6th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400005 (email to aman.agrawal@idbicapital.com)** as per the timelines.

5. A single EOI for transfer of Non Performing Financial Assets of all three accounts of the NSL shall be submitted and given in single pool only. The prospective bidder shall submit their offer at or above the Reserve Price. Any offer below the Reserve Price shall not be accepted.
6. **Requisite documents:**
 - a) The profile of the Bidder (promoter/ and promoter group, key managerial personnel, shareholders and shareholding pattern). However, it shall be the obligation and responsibility of the Bidders to ensure and themselves satisfy that they are eligible for buying the subject stressed loan exposure.
 - b) Resolution of Board of Directors/Power of Attorney (POA) duly supported by the Board Resolution authorizing the signatories for bidding during e-auction.
 - c) RBI registration certificate/other Regulatory Authorities Certificate as may be applicable.
 - d) Certificate of Latest net-owned Funds/ net worth as per the most current audited annual financial statement.
 - e) Financial Profile of the Bidder (annual reports/ audited financial statements for last 3 financial years).
 - f) Copies of certificate of incorporation/ registration and constitutional documents (MoA, AoA).
 - g) KYC of the Authorised Signatory (Passport, PAN for signature proof and Aadhaar for address proof).
 - h) Any other documents as may be required as per regulatory requirement and or by Canara Bank.
7. Further details of the account in the form of the Preliminary Information Memorandum (“PIM”) shall be made available to the permitted entities in the Electronic - Data Room (“EDR”) for carrying out the due diligence on execution of the NDA. The bidder shall be allotted with user ID and password for accessing the EDR upon submission of proper authorization letter from the authorized signatory.
8. All eligible ARCs and other eligible entities can participate on “100% Cash” basis only as per the relevant provisions of the extant RBI MD ON Transfer of Loan Exposure, 2021, amended and updated from time to time.

The tentative timeline schedule for completion of the transfer process is given below, which may be noted:-

Event	Timelines
Date of Publication of advertisement	February 21, 2025
Last Date for the submission of EOI	February 27, 2025 till 11:59 PM
Due Diligence by interested parties (who have submitted their EOI & executed NDA)	From February 28, 2025 12:00 AM to March 15, 2025 11:59 PM through Electronic Data Room (“EDR”) (available online 24 hours)
Interested parties to submit the documents mentioned	March 17, 2025 by 2.00 p.m.

in Web Notice and also inform names of Authorized Official(s) along with their mobile No. & official email id to enable ICMS to issue passwords & explain them the bid procedure through e-auction portal	
Allotment of user ID password for e-auction	March 17, 2025 after 5:00 PM
Date of commencement of conducting Swiss Challenge Process through E- Auction Platform	March 18, 2025 (Time 11:00 p.m. to 1:00 p.m.) with unlimited extension of 5 minutes and an incremental amount of Rs. 12 crore (5.44% of Rs. 220.52 crore)
Declaration of the Final Challenger Bidder	March 18, 2025 after closure of e-auction process
Option to Anchor Bidder to match/outbid or better the Final Challenger Bid	March 21, 2025 till 5.00 pm
Declaration of Successful Bidder Issuance of Letter of Award (“LOA”) to Successful Bidder by Lead Bank, Subject to approval of the competent authority of the bank	March 21, 2025
Timeframe for receipt of assignment consideration and for execution of Assignment Agreement (“AA”)	Within 3 working days as mentioned in the LOA (or such date as may be mutually extended)
<i>ICMS and/or the Bank reserve the right to modify the time schedule and/or not to go ahead with the proposed sale/assignment at any stage without assigning any reason at their sole discretion. The decision of the ICMS and/or Canara Bank in this regard shall be final, conclusive and binding on all the Bidders/ participants.</i>	

9. If no EOI is received, the Bank reserve the right to reckon the Anchor Bidder as the successful bidder and proceed accordingly. In such a situation, the Bank also reserve the right to negotiate with the Anchor Bidder (successful bidder) for improvement in the bid amount.

10. Swiss Challenge Bidding Process

The e-auction process shall run under the Swiss Challenge Method based on an existing offer in hand (Base/Anchor Bid), who will have the right to match the highest bid received during e-auction process and invite bids from eligible prospective bidders on comparable terms. The following process would be followed:

- (a) The minimum mark up over the base bid required for the challenger bid to be considered shall be minimum increase of INR 12.00 Crore or multiples thereof (minimum mark-up is kept at 5.44 % over the base bid of Rs. 220.52 crore). For this purpose, mark up shall be calculated as the difference between challenger bid and base bid. As the bid by eligible ARCs and other eligible entities is on “All Cash” (100% Cash) basis, the minimum mark-up of Rs. 12.00 Crore as above, is also on “Cash” basis only.

- (b) If no challenger bid crossed the minimum mark-up specified in the invitation, the base bid becomes the winning bid, subject to the final approval by the competent authority of the Bank.
 - (c) If counter/ challenger bid(s) crosses the minimum mark-up specified at paragraph 10 (a) above, the highest counter bid becomes the challenger bid ("**Challenger Bid**") and the challenger bidder will be considered as highest bidder ("**Challenger Bidder**"). The process would continue till one party emerges as highest bidder.
 - (d) The base bidder who has provided the base bid/ Anchor Bid would be invited to match the Challenger Bid. If the Base/ Anchor Bidder, who provided the base bid/ Anchor Bid either matches the Challenger Bid or bids higher than the Challenger Bid on all cash basis, then such bid shall become the winning bid; else the Challenger Bid shall become the winning bid and the Challenger Bidder shall be declared as the "**Successful Bidder**."
 - (e) Acceptance of the offer (winning bid) shall be at the sole discretion of the Bank and shall be subject to approval of the competent authority of the Bank.
 - (f) After completion of e-bidding process, further negotiations with the highest bidder may be done by the Bank.
11. Canara Bank has absolute and unimpeachable right with respect to all the matters starting from receiving, considering, accepting the bid, or transferring the specific loan exposure 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 loan exposure. Canara Bank would not entertain any claim from any bidders in this regard.
 12. 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 Canara Bank, contact, seek or attempt to seek any information regarding the Specific loan exposure from the borrowers/guarantors concerned. 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.
 13. It is clarified that Canara Bank/ ICMS shall bear no liability, obligation, or responsibility for non-receipt of EOI/ any other correspondence sent by post/email/courier/fax by the permitted entities or for non-receipt or delayed receipt of any documents sent by post/courier.
 14. All realization/ recoveries made up to the cut-off date shall be retained by the Bank. The expression "cut-off date" used herein denotes the date on which the assignment agreement is executed for assignment of the Stressed Loan Exposure. All realization/recoveries made up to the cut-off date shall be retained by the Bank.
 15. Please note that any future taxes and outgoings after cut-off date that may be arising out of the transaction shall be payable by the acquirer/ transferee.
 16. Please note that any taxes, stamp duty and registration charges that may be arising out of the transaction shall be payable by the successful bidder.
 17. Canara Bank reserve the right to negotiate with the successful bidder for improvement in the bid amount as Canara Bank may deem fit and appropriate, in their sole discretion and may

seek revised bid from the relevant Bidder(s).

18. Transferee/ acquirer ("**Successful Bidder**") shall be under its own obligation to follow, adhere with and ensure proper compliance with the applicable laws and all the extant guidelines/ notification/ circulars issued by SEBI/RBI/ GoI/other regulators from time to time pertaining to transfer of the Stressed Loan Exposure.
19. Bidders shall not be persons disqualified under Section 29A of the Insolvency & Bankruptcy Code of 2016 (31 of 2016) ("**Code**"). Bidders should not have any direct or indirect link/connections/ interest/ relationship with the promoters of NSL/guarantors and/or its affiliates and/or any of their related parties pertaining to the transfer of the Stressed Loan Exposure (including any arrangement for funding of the consideration of the acquisition) The proposed transfer of Stressed Loan Exposure by way of sale/ assignment should not be funded and backed by promoters of NSL/guarantors and /or any of their affiliates and/or their related parties and the Bidders shall be deemed to have represented and warranted that the ultimate transferee of Stressed Loan Exposure is not of the NSL/promoters of NSL /guarantor/ and/or their respective affiliates and/or any of their related parties. Further before transfer, a duly stamped and signed undertaking will have to be furnished by the Acquirer / Successful Bidder to the effect that they are eligible as per section 29A and other provisions of the Code.
20. Successful Bidder shall not take any funds/consideration in any form whatsoever, directly or indirectly from the promoters of NSL/guarantors and/or any of their related parties.
21. Bidders are expected to carry out their own investigations/ due diligence and other examination in relation to the transaction stipulated hereunder before submitting the EOI as the proposed transfer of stressed loan exposures of NSL is on "**As is where is**", "**as is what is**", "**whatever there is**" and "**without recourse**" basis, without any representation, warranty or indemnity by the Bank.
22. 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 assignment agreement shall be executed in the name of successful bidder only in their registered legal name and no request to execute the assignment agreement in favour of nominee or group company/Trust/entity/concern will be entertained by the Bank.
23. Canara Bank reserves the right to add or delete accounts or modify the composition of the Stressed Loan Exposure (Individual/Portfolio) offered for transfer and transfer structure at any stage without assigning any reason.
24. Canara Bank, may, at its sole discretion, add amend, vary, modify, delete, any of the conditions, date etc., of this 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.
25. 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.
26. Bidders shall bear all costs associated with the preparation and submission of the EOI and all

costs associated with conducting the due diligence. ICMS/ Canara Bank shall not under any circumstances whatsoever, be responsible or liable for any such costs, whether direct, indirect, incidental or consequential and no cost incurred by the respective Bidders shall be borne by ICMS/ Canara Bank.

27. The EOI and all related correspondence and documents in relation to the EOI shall be in English Language.
28. 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 (www.idbicapital.com) and the Bidders should regularly visit the website to keep themselves informed and updated regarding any clarifications, amendments, modifications or extensions.
29. Once the deal is finalized, the assignment agreement and other legal formalities will be completed in the shortest possible time as mutually agreed upon and in any case within the timeline specified herein (including any extension thereof). After completion of legal formalities, the Successful Bidder may arrange to take over the relative correspondence mentioned above and other legal documents including the available details of the litigations/proceedings from the concerned branches of the Bank at a mutually convenient date and time, but within 15 (fifteen) days from the date of execution of the Assignment Agreement. If any document has been executed/ deposited with the Bank on behalf of or jointly with other institutions/ banks, such documents shall either be handed to any of such participating institution/ bank or released by the Bank to the Acquirer/ transferee, after receipt of NOC from all such concerned institutions/ banks/parties.
30. The Assignment will be done on prescribed format. Any changes in the prescribed format will be accepted only if it is approved by the competent authority of the Bank considering the specific facts of the transaction and any changes in the basic premise of the draft agreement will not be accepted.
31. The Bids submitted by bidder(s) should be unconditional, irrevocable & binding in all respect. Bidder(s) cannot withdraw the bid once submitted & successful bidder has to complete the transaction related to transfer of the loan exposure where they are declared successful bidder in the time bound program as notified in the web-notice. Conditional and contingent bids are liable to be disqualified by the Bank.
32. Under no circumstances can the successful bidder refuse to complete the transaction citing any reason or defects/objection in any loan exposure. If they do so, the matter will be reported to RBI/regulator & their association concerned for taking necessary action. The Bank may also consider not to entertain any future transactions with such bidder(s) in future.
33. 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 Canara Bank, as to the title

or condition of the account 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. Canara Bank as well as its officials shall not be held responsible or liable for any of the consequences arising therein or relating to it.

34. Notwithstanding anything contained hereinabove, ICMS/ the Bank reserves 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 web notice nor delivery of an EOI nor the consideration thereof by ICMS/ the Bank shall be construed as creating any kind of right or interest or legal expectation in any interested party to be considered any further in the process or entitle them to any recourse against ICMS/ Canara Bank. Upon such action, ICMS/ Canara Bank decision in this behalf shall be final, conclusive and binding on all the Participants(s).
35. Notwithstanding anything contained in this web-notice, neither ICMS/ the Bank, nor their directors, employees, representatives or its advisors accept any duty of care, responsibility or liability or obligation whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, sufficiency, completeness or reliability of the information, and shall incur no liability or obligation or responsibility whatsoever under any law, statute, rules or regulations or in equity as to the accuracy, correctness, sufficiency, reliability or completeness of this publication, even if any loss or damage is caused by any act or omission on the part of ICMS/ Canara Bank or its employees or its advisors, whether negligent or otherwise.
36. The invitation shall in no case be considered as an invitation to invest under any of the SEBI regulations.
37. Canara Bank/ ICMS reserves the right to annul, cancel or amend or modify the process and/or disqualify any eligible party, at any stage without assigning any reason whatsoever and without incurring any liability and/or obligations and/or responsibilities and the decision of the Canara Bank/ICMS shall be final, conclusive and binding all the concerned.
38. In case of any further clarification, you may contact the following AOD Nodal officers at Corporate Office at Mumbai:

Contact Persons	Designation	Contact Details	E-mail ID
Mr. Jayendran R	Chief Manager – Canara Bank	+91 9094498141	cb2636@canarabank.com
Mr. Aman Agrawal	Manager – IDBI Capital	+91 90040 76001	aman.agrawal@idbicapital.com

*This Web Notice must be read in conjunction with PIM.
