

SHOWCASING OF FINANCIAL ASSETS FOR SALE (E-Auction on: 05.08.2024)

Dear Sir/Madam,

In terms of the Bank's Policy guidelines on Transfer of Loan exposure in line with the regulatory guidelines, we place the following account for sale to ARCs, on the terms and conditions indicated there against. However, please note that the sale will be subject to final approval by the Competent Authority of the Bank:

| Brief details of financial assets | | | | | | |
|-----------------------------------|-------------|----------------------------------|------------------------------|-------------------------------|---------------|-----------------|
| (Rupees in crores) | | | | | | |
| Sl. No. | Branch Name | Name of account | Outstanding as on 31.03.2024 | Value of Security (Our Share) | Reserve Price | Terms of Sale |
| 1 | SAM Mumbai | M/s. RBEP Entertainment Pvt.Ltd. | 38.96 | 76.64 (Our share @ 2.78%) | 13.25 | 100% cash basis |

Right and/ or Recourse available to the Bank towards the Corporate Guarantee of Reliance Innoventure Pvt. Ltd. for repayment of dues of RBEP shall not be assigned/transferred while assigning the financial asset.

Time schedule for completion of the process is given below, which may be taken note and strictly adhered to since no further extension will be made in the schedule:-

| Sr No | PARTICULARS | LAST DATE |
|-------|--|------------|
| 1 | Advertisement in the newspaper and website | 12/07/2024 |
| 2 | Submission of EOI* | 18/07/2024 |
| 3 | Due diligence at the notified centers to commence from | 19/07/2024 |
| 4 | Informing names of the Authorised Official(s) along with their contact details (mobile number, e-mail ids etc.) to enable us to issue user ID & password and explaining them the procedure to bid through e-auction portal of the bank, to commence from | 26/07/2024 |
| 5 | Commencement of allotment of User ID & password for e-Bidding | 29/07/2024 |
| 6 | Due Diligence to end on | 02/08/2024 |
| 7 | E-bidding* | 05/08/2024 |
| 8 | Declaration of Highest Bidder (H- I) | 05.08.2024 |
| 9. | Date of Swiss Challenge (E- auction) | 12.08.2024 |
| 10 | Declaration of successful bidder | 12.08.2024 |
| 11. | Execution of DOA & Payment | 13.08.2024 |



*The e-bidding/e-auction timings will be from 11 A.M. to 1.30 P.M. with unlimited extension of 05 minutes and all challenger/ counter bid shall be of minimum 5% higher than the binding bid and thereafter incremental amount of Rs.10.00 Lakhs.

Notwithstanding the timeline mentioned above, if no counter bid is received within stipulated timeline the anchor bidder/binding bidder will be declared as successful bidder immediately and DOA will be executed accordingly.

Other Term and conditions for transfer are as under:

1. Sale is on 100% cash basis and the auction shall be through "Swiss Challenge Method", under Securitization and Reconstruction of Financial Assets and Enforcement of Securities Interest (SARFAESI) Act 2002 on without recourse basis based on an existing offer of firm bid.
2. While assigning the financial asset i.e. loan account of RBEP, Corporate Guarantee executed for repayment of the principal borrower (RBEP) shall not be released/ transferred in favour of the ARC/ assignee. Bank shall retain all its right against the Corporate Guarantor for enforcement of its Guarantee executed for repayment of dues of RBEP.
3. The NPA account will be transferred/ assigned along with underlying securities on 'as is where is', 'as is what is' and 'whatever there is' and without any recourse to the Bank by Swiss Challenge Method. Bank will not assume any operational, legal or any other type of risks relating to the transfer of loan exposure.
4. The interested ARCs can conduct due diligence of these assets from 19/07/2024, after submitting expression of interest and executing a Non-Disclosure Agreement (NDA) with the Bank, if not already executed, to the General Manager (SAM & RECOVERY), Central Bank of India, Recovery Department, Central Office, 12th Floor, Chander Mukhi Building, Nariman Point Mumbai – 400021 (Mail Id : agmarcsales@centralbank.co.in and gmrecovery@centralbank.co.in)
5. CBoI reserves right to examine EOIs and accept or reject any or all or some of them at their sole discretion.
6. Access of documents for Due Diligence will be available from 19.07.2024 to 02.08.2024 during office hours.
7. All costs and expenses incurred to carry out the due diligence study or any other process in furtherance of their interest to purchase of NPAs from CBoI shall be borne by the intending buyers only.
8. While CBoI will make available the information to the intending buyers which have come on record and it assumes no responsibility either on the part of CBoI or its officers, if found later that the information on record with CBoI is not updated with reference to loan documents/ outstanding balance/ mortgage/ security/ legal proceedings / ROC charge creation etc. and the lack of it or inadequacy of it lead to realizing of lower value or facing litigations in the course of realization in the borrowal account.
9. Further details of the accounts will be sent in the form of PIM (Preliminary Information Memorandum) on the email IDs provided with the Expression of Interest (EOI) on execution of NDA, if not already executed. Intending bidders who have confirmed their participation in bidding process along with proper authorization will be provided with login credentials by the service provider which should be used in the e-auction proceedings including submission of Bids. The user id and password will be provided in the email id from which Expression of Interest is received which will be treated as registered email id of the Bidder.

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10. It is presumed and understood that by participating in this process, each of the Bidders 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 web notice and PIM and any information or documents that may be provided by CBoI during the course of the process pursuant to this web notice. Bidders should form their own views as to whether information provided herein or any information that may be provided by CBoI separately is relevant to any decisions that they take and should make their own independent assessment in relation to any additional information that they may require.
11. Detail of the data centers for conducting sample due diligence will be shared through email based on request received from ARCs submitting EOIs.
12. All realization/ recoveries made up to the cut- off date shall be retained by the Bank. Cut-off date denotes the date of e-auction of the financial assets.
13. Please note that any taxes that may be arising out of the transaction shall be payable by the purchaser.
14. On the date of auction viz., 05.08.2024, The e-bidding timings will be from 11 A.M. to 1.30 P.M. with unlimited extension of 05 minutes and all challenger/ counter bid shall be minimum 5% higher than the binding bid and thereafter incremental amount of Rs.10.00 Lakhs. The successful bidder will be duly informed.
15. Participants are advised not to wait till last minute or last few seconds to submit their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc. Neither Bank nor Service Provider will be responsible for any unforeseen circumstances.
16. Successful Bidder to give a notarised affidavit that they are not having any direct or indirect link/ connections/ interest/ relationship with the Borrowers /Promoters/ Company/ Guarantors/ and/ or any of their related parties and the proposed acquisition is not funded and backed by Borrowers/ Promoters/ Company/ Guarantors/ and/ or any of their related parties and they are the eligible transferee for acquisition of proposed loan exposures as per section 29A and other provisions of insolvency and bankruptcy code 2016 (IBC-2016) and amendment thereon.
17. In respect of transfer of loan exposures classified as fraud as on the date of transfer the successful bidder shall give undertaking that they will take over the responsibilities of the Bank with respect to continuous reporting, monitoring, filing of complaints with law enforcement agencies and proceedings related to such complaints.
18. Please note that the transfer/ assignment shall be at the sole discretion of the Bank and shall be subject to final approval by the Competent Authority of the Bank.
19. CBoI assumes no commitment for transfer/ assignment of its NPAs to any offer or and CBoI reserve the right to reject any offer without assigning any reason at any point of time. It is the sole discretion of CBoI to select the successful bidder.
20. CBoI reserves the right to negotiate with the successful bidder for improvement in the bid amount as may deem fit and seek the revised bid.
21. CBoI reserves the right to add, amend, alter, modify, or delete any terms of this document as may be deemed necessary and also issue one or more addendum, corrigendum, etc. as required without giving any reason for the same. The same will not necessarily be carried out through advertisement but will be notified directly on the website and interested bidders should regularly visit the website to keep themselves updated regarding clarifications, modifications, amendments or extensions.
22. CBoI may, at any time / at any stage, without assigning any reason thereof, withdraw or defer or cancel the transfer/ assignment process.



23. Under no circumstances successful bidder can refuse to complete the transaction citing any reason or defects/objection in any account. If they do so, the matter will be reported to RBI & respective association for taking necessary action.
24. KYC – there will be satisfactory completion of KYC by the Bank on the eligible participants.
25. Prospective bidder shall be under their own obligation to follow all extant guidelines/ notification issued by SEBI/ RBI/ IBA / other regulators from time to time pertaining to transfer of stressed loan exposures.
26. Branches/ Data centers as mentioned below will assist for due diligence with whom files containing copies of all relevant documents pertaining to the asset, including appraisals/ sanction notes/ review/ renewal papers available, audited or non-audited financial statements and other correspondence with the unit, Promoter(s) and Guarantor(s) will be made available for perusal. Also, all legal documents including mortgage and the details pertaining to legal action initiated against the borrower(s)/ guarantor(s) and the status of the suit filed will be open for scrutiny. The Bank's representatives will be present during the due diligence exercise and will respond to queries, if any, of your due diligence team. You are also expected to verify at the time of due diligence, the updated position of principal and total dues, loan documents, mortgage, security, legal proceedings, updated valuation reports and ROC charge creation besides others and also for any changes that might occur in the interregnum.

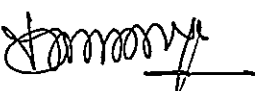
Details of official at branch for data room / due diligence is as under:

| Sr No | Branch | Name of the Authorised official | Contact details |
|-------|---------------|---------------------------------|--|
| 1 | SAM Mumbai | Mr. D.Rangappa | Mobile No- 8610981016 E Mail – agmifb3873@centralbank.co.in |

In case of any further clarification, you may contact the following Nodal officer at our end:

| | | |
|------------------------|------------------------|--------------------|
| Mr. Rajesh Kumar Gupta | Deputy General Manager | Mobile- 9999917104 |
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27. Once the deal is finalized, the assignment deed and other legal formalities will be completed in the shortest possible time as mutually agreed upon. After completion of legal formalities, you may arrange to take over the relative correspondence mentioned above and other legal documents including the available details of the suit-filed account from the concerned branch at a mutually convenient date and time, within 45 days from the date of execution of the Deed.


General Manager (SAM & Recovery)

