Web Notice

TRANSFER OF STRESSED LOAN EXPOSURES BY SBI

In terms of the Bank's Policy on Transfer of Stressed Loan Exposure, in line with the regulatory guidelines, we place one account for transfer to Asset Reconstruction Companies (ARCs)/Permitted transferees registered with the Reserve Bank of India under Section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, hereafter called as bidder/buyer/acquirer/transferee, duly licensed by Reserve Bank of India on the terms and conditions indicated there against. However, please note that the transfer will be subject to final approval by the Competent Authority of the Bank:

Brief details of Stressed Loan Exposures showcased on: 05.02.2025
(e-Auction on: 05.03.2025)

(Rs in crores)

Sr No.	Branch Name	Name of the Unit	Outstanding (Total Dues $)	Value of Primary Security (SBI Share)	Value of Collateral Security (SBI Share)	Third Party Guarantee Available (Y/N) & Net Worth (SBI Share)	Reserve Price	Terms (cash/ cash cum SR ratio)
1	SAMB-II, MUMBAI (15859)	Mehadia Sales Trade Corporation Pvt.Ltd	40.48 (121.63) $	0.00	9.77	0.00	11.25	100% Cash

$Total dues as on 02.12.2024

2. Information for bidders: Bid for each of above-mentioned assets, successful bidder will be decided based on highest cash component.

3. After completion of e-bidding process, further negotiations with the highest bidder may be done by the Bank, based on which the recommendations for transfer of Stressed Loan Exposure(s) will be put up to the competent authority of the Bank.

4. SBI 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. SBI would not entertain any claim from any bidders in this regard.

5. 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 SBI, 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.

6. The bidder(s) can conduct due diligence of these loans with immediate effect, after submitting Expression of Interest **(Annexure-I)** and executing a Non-Disclosure Agreement (NDA) with the Bank, if not already executed, with the concerned branch/ Deputy General Manager (Credit & ARC), State Bank of India, Stressed Assets Resolution Group (SARG), Corporate Centre, 2nd Floor, " The Arcade" World Trade Centre, Cuffe Parade, Mumbai – 400005 (Mail Id : dgm.sr@sbi.co.in). Each page of the Expression of Interest (EOI) must be signed by the authorized signatories of the bidder(s). Any bid even if stated to be binding bid will be treated as non-binding bid for the purpose of this web notice. The bidder(s) and its representatives must agree to comply with the terms of Non-Disclosure Agreement (NDA) executed/to be executed between the Bank. The bidder(s) who submit the Expression of Interest (EOI) **(Annexure-I)** by email and hard copies by post strictly as per web notice, alone can participate in abovementioned E-Auction.

7. Further details of the loan exposure will be sent in the form of PIMs (Preliminary Information Memorandum) on execution of NDA, if not already executed, on the email IDs provided with the Expression of Interest (EOI). **The bidder(s) should submit a Resolution of Board of Directors/Power of Attorney (POA) duly supported by the Board Resolution authorizing the signatories** for bidding during e-auction along with a letter (format attached as **Annexure-II**) before the date as per the schedule mentioned at sr. no. **12** for taking part in the e-bidding process. Bidder(s) are advised to authorize one Person/representative along with an alternate person/representative. However, it may be noted that only one authorized person will be allowed to participate in the e-bidding process. Thereafter, the prospective buyers, will be allotted passwords and conveyed the procedure to submit the financial bid through e-Auction method which will be explained to them.

8. Besides, SBI shall notify about details of the amount outstanding under any disbursed loans, any un-devolved LCs/ BGs yet to be invoked/ installments of DPGs, which are not yet due, in respect of the specified loan exposure being offered for transfer by the Bank. SBI shall retain pari-passu charge on the securities relating to un-crystallized non-funded facilities. In case of crystallization of non-funded facilities after the transfer of loan exposure, the acquirer of the fund based loan exposure of the said loan account shall be bound to purchase that converted portion of non-fund based loan exposure (net of cash margin converted into fund-based exposure) from Bank on same terms and conditions of this web-notice and Assignment Deed. A separate supplementary agreement/assignment agreement shall be executed with the acquirer in this regard. However, the un-devolved LC and un-invoked BG limits backed by 100% cash margin by way of FDs will not be offered for transfer to acquirer. The margin money/cash/security etc, if any in regard to non-fund based loan exposure, will be retained by State Bank of India and the Bank shall be within its right to appropriate the same to its Profit and Loss account. In the event of no devolvement/no invocation of non-fund-based Limits, the acquirer(s) shall have no claim on such margin amounts kept with Bank and such amount will be kept with Bank under Bank's sole and absolute discretion.

9. Cut-off date denotes the date of assignment the Stressed Loan Exposure (s) i.e., all realization/ recoveries made up to the cut- off date shall be retained by the Bank.

10. 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.

11. In case of any further clarification, prospective bidder (s) may contact the following Nodal officer:

Sr. No.	Name of Unit	Designation of the Official	Mobile No
1	Mehadia Sales Trade Corporation Pvt. Ltd	AGM & CLO	9999400184

12. The time schedule for completion of the transfer process is given below, which may be noted of and adhered to as per following schedule:

Sr.No.	Particulars	Last Date
1	Submission of Expression of Interest in the account(s)*	07.02.2025
2	Submission of Non-Disclosure Agreement (if not already executed)	07.02.2025
3	Completion of Due Diligence Exercise	03.03.2025
4	Submission of undertaking for participating in e-auction	03.03.2025
5	Informing names of the Authorised Official(s) along with their contact details (mobile number, e-mail ids etc.) to enable us to issue passwords and explaining them the procedure to bid through e-auction portal of the bank.	03.03.2025
6	Allotment of User ID password for e-Bidding	04.03.2025
7	Process of e-bidding for submission of bid	05.03.2025

*EOI may also be emailed to us at **dgm.sr@sbi.co.in** from the authorized designated based mail ids. Please note that hard copy of the same must be submitted by post immediately.

The e-bidding timings will be from **11:30AM to 01:00PM** with unlimited extension of 05 minutes and details of **incremental amounts** for the loan exposure mentioned above are mentioned below:

(Rs in Crores)

Sr. No.	Name of Unit	Incremental Amount
1	Mehadia Sales Trade Corporation Pvt. Ltd	0.12

In case, eligible buyer(s) submits EoI as per time-line mentioned above, but fails to execute Non-Disclosure Agreement, such participants will not be allowed to conduct due diligence. However, they may be allowed to participate in e-bidding process.

Details of contact details at branches are as under:

Sr. No.	Name of Unit	Designation & Mobile of the Branch Head	Designation of the Authorized official/Mobile Number	Email Ids of the branch
1	Mehadia Sales Trade Corporation Pvt. Ltd	DGM 8008946076	AGM *& CLO* 9999400184	sbi.15859@sbi.co.in

13. The due diligence will be done by the bidder(s) at Bank's branch of the unit as mentioned above. In said exercise, the files containing copies of all relevant loan documents pertaining to the loan exposures in the respective baskets, including 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 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 by your due diligence team. SBI's representatives will be present during the due diligence exercise and will respond to queries, if any, of due diligence team. The bidder(s) are also expected to verify at the time of due diligence, the updated position of principal outstanding and total dues as also the updated valuation reports besides others for any changes that might occur in the interregnum.

14. The transfer of loan exposure will be on "as is where is basis", "as is what is basis", "whatever there is basis" and "without recourse basis" i.e., with the risk such credit risk, operational risk, legal or any other type of risks associated with the Stressed Loan Exposure(s) being transferred to the acquirer and 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. Bank reserves right to execute the assignment deed as per Bank's format.

15. 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 SBI.

16. SBI shall reserve the exclusive right to deal with the claims pertaining to ECGC/CGTMSE (both present & future)/cash margin/insurance claim/subsidy reserve fund/margin etc. of the Stressed Loan Exposure (s) and the successful acquirer/bidder has no right or authority or claim thereon.

17. SBI reserve 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.

18. SBI, 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.

19. 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.

20. SBI reserve the right not to go ahead with the proposed transfer at any stage, without assigning any reason. State Bank of India 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 to not to receive, not to consider, not to accept the bid and decide not to transfer the specific loan exposure. SBI would not entertain any claim from any acquirer in this regard. The decision of the SBI in this regard shall be final and binding.

21. The Assignment will be done on prescribed format. Any changes in the prescribed format will be accepted only if approved by the Bank considering the specific facts of the transaction and any changes in the basic premise of the draft agreement will not be accepted.

22. The reserve price of the stressed loan exposures put on transfer is disclosed as per guidelines of RBI.

23. 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.

24. Under no circumstances successful bidder can 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.

25. The authorized representative on behalf of the eligible bidders shall attend the E-auction with sufficient mandate/authority to improve the bid amount in the E-auction process.

26. 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 proper inspection and hence the bidder(s) shall not be entitled to make any representation or raise any query/objection to SBI, as to the title or condition of the Secured assets or any part thereof or any liabilities/encumbrances/dues/taxes/levies irrespective as to whether they are disclosed or undisclosed. It should also be noted that SBI does not make any representation as to the correctness, validity or adequacy, sufficiency or otherwise of any such information pertaining to liabilities, encumbrances and statutory dues of the loan exposure(s). The bidder(s) are expected to submit their bids with independent

professional, financial and legal advice for studying, assessing and analysing 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. SBI as well as its officials shall not be held responsible or liable for any of the consequences arising therein or relating to it.

27. The data room would remain open from 10:00 a.m. to 05:00 p.m. on all working days.

28. The bidder (s) should not have any direct or indirect link/connections/interest/ relationship with the promoters/Company/Guarantors and/or any of their related parties, of the stressed loan exposures shown in this web-notice.

29. The proposed acquisition should not be funded and backed by promoters/Company/ Guarantors and/or any of their related parties and bidders shall represent and warrant that the ultimate transferee of the Stressed Loan Exposure is not the borrower/guarantor or its affiliates and also not disqualified under Section 29-A of the IBC, 2016.

30. In case stressed assets accounts shown in the web notice have any instance of frauds, detected by the Bank, the bidder(s) shall neither belong to the existing promoter group of such borrower shall not be a subsidiary/associate/related party etc (domestic as well as overseas) of any person belonging to the existing promoter group of such borrower. The details of the instances of fraud detected, if any, in the stressed loan account, shall be shared with the Bidder(s) after execution of NDA with the Bank.

31. Transferee shall furnish an undertaking regarding maintenance of all the required documents/records and Bank also reserves the right to declare the account as “Fraud” or “No Fraud” on future date.

32. Information in the PIM has been given only with a view to have an overview of the stressed loans put on transfer. Maximum care is taken for providing information in the PIM; however, the bidder(s) are requested to collect all the information in respect of any of stressed loans from the records available with the Bank. It is further advised to collect the latest developments & any new cases/information relating to these accounts from their own sources including those available in public domain. Deriving and /or collecting and /or assorting relevant data and information shall be the responsibility of the bidder(s). Details and data reported in the Preliminary Information Memorandum are not final and subject to confirmation. Further, SBI does not represent and warrant realizations in terms of the valuations of the security reported in the Preliminary Information Memorandum. Further, SBI also does not warrant and represent that the security is enforceable beyond the extent asserted by its advocates. The bidder(s) are therefore advised to have complete due diligence of the account put for transfer. Bank will not entertain, any claim whatsoever, for any deficiency pointed out in future and will not indemnify/make losses good to the successful buyer.

33. Any taxes that may arise because of the transfer of Stressed Assets, shall be borne and payable solely by the successful Bidder(s). In the event, any of the tax is required to be paid by way of tax deduction/tax withholding/advance tax/or any other tax/interest/penalty in relation to the transaction with the Assignee under this

Agreement, such tax amount shall be paid/reimbursed by the successful Bidder to the Bank, in addition to the agreed consideration.

34. The Purchaser (bidder) shall be under their own obligation to follow all extant guidelines/notification issued by SEBI/RBI/GoI/other regulators from time to time pertaining to transfer/purchase of stressed loan exposure.

35. The successful bidder will be intimated by the SBI after conducting e-auction. After approval/confirmation of transfer by the Appropriate Authority of the bank, the same will be intimated to the Successful Bidder. Within 02 banking days from receipt of final confirmation, the successful bidder shall have to deposit 10% of the purchase consideration with the Bank and remaining amount within 07 banking days thereafter. If bid amount is not remitted to the Bank as prescribed above, in addition to bid amount, Bank reserves the right to instruct the bidder to pay interest at 5% over Bank's 1-year MCLR compounded with monthly rest from 7th banking day from receipt of final confirmation till actual payment. This shall be without prejudice to the right of the Bank to cancel the bid, forfeit the advance amounts paid and initiate such other claims against the bidder. Further, in such case, SBI shall have every right to retransfer the said Stressed Loan Exposure(s).

36. The details about the execution of the assignment deed and completion of other legal formalities shall be provided through the concerned Branches of the SBI. Further, takeover of the security documents and other related documents including documents of suit fields shall be arranged at a mutually convenient date and time at the respective branches wherein such documents are kept, within 45 days from the date of execution of the Assignment Deed including modification of the charges with the concerned RoC.

37. Any extension in timelines/modifications in the content of this web notice will not necessarily be carried out through another advertisement but may be notified directly on the website and interested bidders should regularly visit the website to keep themselves updated regarding clarifications, modifications, amendments or extensions.

38. Notwithstanding anything contained hereinabove, Bank reserve the right to examine the EoI and accept or reject any or all or some of the EoIs at its sole discretion, and neither this notification nor delivery of an EoI nor the consideration thereof by Bank shall be construed as creating any kind of right or interest in any interested party to be considered any further in the process or entitle them to any recourse against the lenders.

39. The following documents need to be collected before assignment of the loan exposure:
    i) CA certificate justifying NOF of ARC.
    ii) Certification by Company Secretary about compliance of governance and conduct rules as per RBI guidelines.
    iii) Notarized affidavit about compliance with section 29A of IBC.
    iv) In case of acquisition under Cash-cum-SR, ARCs need to submit a detailed resolution plan for timely resolution of the SRs.

40. Notwithstanding anything contained in this web-notice, neither SBI, nor its employees or its advisors accept any responsibility or liability, whatsoever, in respect of any

statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this PUBLICATION, even if any loss or damage is caused by any act or omission on the part of State Bank of India or its employees or its advisors, whether negligent or otherwise.

Deputy General Manager (Credit & ARC)
Date: 04.02.2025

Annexure-I

Expression of Interest
On ARCs Letter Head

Letter No. Date:
The Deputy General Manager (ARC)
State Bank of India,
Stressed Assets Resolution Group,
21st Floor, E-wing, Maker Tower,
Cuffe Parade,
Mumbai.

Sub: Transfer of Stressed Loan Exposure (s) – (Name of the Account)

We refer to State Bank of India advertisement on website/e-mail dated _____ on transfer of Stressed Loan Exposure (s). We are interested and hereby confirm our intention to proceed with due diligence in Data Room being set up by you / by physically vising your Branch.

We confirm that:

We are eligible and have the financial capacity to conclude the purchase of loan exposure (s) which has been showcased as per the said date in accordance with the applicable laws and regulations of India.

In undertaking this Transaction, we have no conflict of interest with and are not related, directly or indirectly, to State Bank of India. We have already executed NDA in month of _____ and the same stands valid till _____ (copy of NDA enclosed).

Resolution of Board of Directors/Power of Attorney (POA) duly supported by the Board Resolution authorizing the signatories for submission of EoI is enclosed.

Details of the Contact person/ Authorised signatory with address, contact nos. and Email ID is as under:

Name of the Person	Designation	Contact details	email Ids

Kindly arrange to send copy of Preliminary Information Memorandum (PIM) on the above-mentioned email Ids. We shall be in touch with the concerned official as mentioned in the web-notice for due-diligence.

With regards,

<Authorised Signatory with Designation>

Annexure-II

Undertaking
On ARCs Letter Head

Letter No. Date:

The Deputy General Manager (ARC)
State Bank of India,
Stressed Assets Resolution Group,
21st Floor, E-wing, Maker Tower,
Cuffe Parade,
Mumbai.

TRANSFER OF STRESSED LOAN EXPOSURE (S): (Name of the Account)

i) _____ (name of the company) hereby confirm having submitted our EOI for participating in e-auction dated _____ of specific stressed loan exposure (s).

ii) We also confirm having read the terms of web-notice relating to the E- Auction.

iii) We hereby undertake and agree to abide by all the terms and conditions stipulated by SBI in the web-notice for E- Auction.

iv) We may participate in the on-line auction and may submit our bid. We shall abide by the procedures prescribed for online auction by the auction company.

v) We are eligible and have the financial capacity to conclude the purchase of loan exposure (s) which has been showcased as per the said date in accordance with the applicable laws and regulations of India.

vi) We hereby confirm that we will honour the Bids placed by us during the auction process.

vii) We do not have any direct or indirect link/connections/interest/relationship with the promoters/Company/Guarantors and/or any of their related parties, pertains to stressed loan exposures for which we have submitted our expression of interest vide out letter dated……..

viii) We are not disqualified under the Section 29 A of IBC, 2016 to submit a resolution plan for said stressed loan exposures.

We including-
a. any person (including Security Receipts holders) acting jointly or in concert with us or
b. any person who is a connected person (as defined under the provisions of the IBC) with us or any person acting jointly or in concert with us;
ix) We have not taken any considerations directly or indirectly from the promoters/Company/Guarantors and/or any of their related parties, pertains to stressed

loan exposures for which we have submitted our expression of interest vide out letter dated……...

x) The proposed acquisition is not funded and backed by promoters/Company/Guarantors and/or any of their related parties.

xi) We confirm having nominated Mr./Ms._____ designated as _____ of our company to participate in the E- Auction on behalf of the company (Resolution of Board of Directors/Power of Attorney (POA) duly supported by the Board Resolution authorizing the signatories for submission of bid and to participate in e-Bidding process (copy enclosed).

xii) We undertake that-the company shall be bound by the bids made by him during the E-Auction.

xiii) We confirm that SBI and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to Loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.

Signature with Company Seal.
Name:
Designation within Company / Organization.
Address of Company / Organization:
Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Mobile No: _____

Email ID: _____