

INVITATION FOR EXPRESSION OF INTEREST (IEOI) FOR SUBMISSION OF RESOLUTION
PLAN

FOR DHAMMANAGI DEVELOPERS PRIVATE LIMITED
[CIN: U70102KA2007PTC042232]

Registered Office: No. 137, Railway Parallel Road, Kumara Park West, Bengaluru – 560020,
Karnataka

Principal Office: 5th Floor, 29/4, Trade Centre, Racecourse Road, Bengaluru - 560001,
Karnataka

1. **INTRODUCTION**

DHAMMANAGI DEVELOPERS PRIVATE LIMITED (hereinafter “**DDPL**” / “**Company**” / “**Corporate Debtor**”) is a company incorporated under the Companies Act, 1956, on March 23, 2007, having its registered office at No. 137, Railway Parallel Road, Kumara Park West, Bengaluru, Karnataka – 560020 and principal place of business at 5th Floor, 29/4, Trade Centre, Racecourse Road, Bengaluru, Karnataka – 560001

SNAPSHOT OF RELEVANT INFORMATION ABOUT THE COMPANY

Name	Dhammanagi Developers Private Limited
ROC	Registrar of Companies – Bengaluru
CIN	U70102KA2007PTC042232
Date of Incorporation	March 23, 2007
Class of Company	Private Limited
Whether Listed or not	Unlisted
Industry	Real Estate
Registered Office	No. 137, Railway Parallel Road, Kumara Park West, Bengaluru, Karnataka – 560020
Principal place of Business	5th Floor, 29/4, Trade Centre, Racecourse Road, Bengaluru, Karnataka – 560001
Authorized Capital	INR 2,00,00,000
Paid-up Capital	INR 1,81,10,000
Main Business Activity	Real Estate Project Development
Name of the Interim Resolution Professional (“IRP”)	Mr. Vinay Mruthyunjaya
Address and Contact of the IRP	No. 8, VK COMMERCE, 3rd Floor, 3rd Main Road, KSSIDC, Rajajinagar Industrial Estate, Bengaluru, Karnataka - 560 010 Email: vinay@vkca.com cirp.dhammanagi@gmail.com IBBI Reg. No.: IBBI/IPA-001/IP-P02052/2020-2021/13173

NOTE: - The Committee of Creditors (COC) have approved the appointment of CS. Devika Sathyanarayana having registration No. IBBI/IPA-002/IP-N00651/2020-2021/13221 to act as Resolution Professional, which is pending with the NCLT, Bengaluru Bench for approval. Upon the receipt of approval from NCLT, Bengaluru, any further communication shall be addressed to CS Devika Sathyanarayana at her address registered with IBBI, i.e., B 106, Sai Siri Heritage Apartments, B Block, Kodipalya Gate, Uttarahalli Road, Kengeri, Bengaluru - 560060 or on her email id devika@sreedharancs.com.

Dhammanagi Developers is a private limited company incorporated in 2007 engaged in the development of real estate projects. M/s Piramal capital and housing finance Limited (“Financial Creditor”) filed an application for initiating the Corporate Insolvency Resolution Process (“CIRP”) in C.P. (IB) No 42/BB/2020 against the Corporate Debtor. The Hon’ble NCLT, Bengaluru admitted the said petition by its order dated April 05, 2022, and appointed Mr. Vinay Mruthyunjaya (Registration No. IBBI/IPA-001/IP-P02052/2020-2021/13173) as the Interim Resolution Professional of the Corporate Debtor.

Pursuant to Section 25(2)(h) of the Code, read with Regulation 36A of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (“**CIRP Regulations**”), the IRP hereby invites Expression of Interest (“**EOI**”) from interested and eligible prospective resolution applicants (“**PRA**”) for the purpose of submission of Resolution Plan in respect of the Company.

This is the detailed invitation for expression of interest referred in Regulation 36 A (3) and (4) of the CIRP Regulations.

1. ELIGIBILITY CRITERIA UNDER SECTION 25 (2)(h)

The Prospective Resolution Applicant shall declare that he does not fall under the ineligibility criteria as mentioned under section 29A of the Code provided herewith as **Annexure A** of this IEOI.

In addition to this, the Prospective Resolution Applicant (PRA) shall satisfy the eligibility criteria as approved by the COC in the 2nd Meeting held on 17th June 2022. This eligibility criteria have been worked out in accordance with the provisions as provided under Section 25(2)(h) of the Code and having considered the complexity and scale of business operations. The same are as follows:

Category of PRA	Eligibility Criteria
PRA that are Corporates- Private/ public limited company, LLP, body corporate whether incorporated in India or outside India.	Minimum Net Worth at individual or group level of at least INR 5 Crore (Rupees Five Crores only) as on March 31, 2022, certified by a Chartered Accountant. or Minimum average annual turnover of at least INR 5 Crore (Rupees Five Crores only) for the three immediately preceding financial years, as certified by a Chartered Accountant.

PRAs that are Partnership Firms	Minimum Net Worth of at least INR 5 Crore (Rupees Five Crores only) at combined level of individual Partners and / or Firm as on March 31, 2022 certified by a Chartered Accountant.
PRAs that are Financial Investors- Foreign Investment Institutions (FII) / Mutual Funds / Private Equity/ Venture Capital Funds, Domestic/ foreign Investment institutions, Non-Banking Finance Companies (NBFC), Banks and similar entities	Minimum asset under management (AUM) / Committed Funds of at least INR 5 Crore (Rupees Five Crores only) or more as on March 31, 2022 certified by a Chartered Accountant. (at individual or group level).
PRA who are High Net-Worth Individuals	Minimum Net Worth of at least INR 5 Crore (Rupees Five Crores only) as on March 31, 2022 certified by a Chartered Accountant.
PRAs filing the EoI as a Consortium, "consortium" means any person acting together with another person as a consortium or a Joint Venture or a Joint bidder (whether incorporated or not).	<p>The applicants should demonstrate a:</p> <p>a. combined net-worth of at least INR 5 Crore (Rupees Five Crores only) as on March 31, 2022 (at individual or group level of each of the consortium member) signed by the Chartered Accountant.; in case of consortium of corporates or individuals or both;</p> <p style="text-align: center;">or</p> <p>combined average annual turnover of INR 5 Crores (Rupees Five Crores only) of three immediately preceding financial years, certified by a Chartered Accountant.</p> <p>b. The Lead Member of the consortium must hold at least 26% voting rights in the consortium.</p> <p>c. Consortium should satisfy additional requirements set out below in point 4 of this IEoI.</p>
All PRAs	Ability to invest minimum INR 15 crores (Rupees Fifteen Crores only) or more.

2. LAST DATE OF SUBMISSION OF EOI

The last date for electronic submission of EOI in the required format along with the following Annexures is July 18, 2022 (“Last Date”):

- i. Confidentiality Undertaking.
- ii. Undertaking stating his eligibility in pursuance to sections 29A and 25(2)(h) of the Code.
- iii. Undertaking stating ability to invest.

Provided that the Resolution Professional may extend the Last Date, with the approval of the CoC (at its sole discretion).

PRA shall submit all the physical copies of List of documents to the satisfaction of the IRP provided in point 3 of this IEOI within five days of last date of submission of EOI. Resolution Professional may seek any further records or documents for verifying their eligibility as and when required.

3. SUBMISSION OF EOI

The EOI should be unconditional undertaking and should be submitted in the format annexed to this IEOI in **Annexure ‘B’**. It should be accompanied with the following documents/ information:

- a. Profiles of PRA including their subsidiaries (wholly owned subsidiary and partly-owned subsidiary if any), promoter and promoter group, parent company, ultimate parent company and key managerial personnel’s.
- b. Basic Details of PRA as provided in “**Annexure C**”.
- c. Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA) or other equivalent organizational documents.
- d. Copy of PAN card, GST number or equivalent documents.
- e. Audited financial statements of the three previous financial years of PRA and/or its promoter/promoter group or any other group company as per eligibility criteria.
- f. Net Worth Certificate and Turnover Certificate as on March 31, 2022, signed by a Chartered Accountant and shall mandatorily contain UDIN.
- g. PRAs that are Financial Investors shall submit statement of Assets under management and Committed funds as on March 31, 2022 signed by a Chartered Accountant and shall mandatorily contain UDIN
- h. A notarized declaration from the PRA in order to demonstrate that the promoter/promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the eligibility criteria. Please note that the PRA shall provide all relevant documents for its promoter/promoter group or any other group company, if required to meet the eligibility criteria.

- i. A Confidentiality Undertaking in the format attached as **Annexure 'D'** to be executed on non-judicial stamp paper of Rs. 500/- (Rupees Five Hundred only), signed by authorised representative on each page.
- j. A list of connected persons of the PRAs (including each member of the Consortium), as defined under Section 29A of the Code.
- k. A statement showing how the PRA meets the conditions laid down in the eligibility criteria along-with documents to substantiate the same.
- l. In case of a Consortium, the relevant documents will need to be provided by each member of the Consortium in the manner provided in this IEOI.
- m. Power of Attorney in the format attached as **Annexure 'E'** for Nomination of Lead Consortium Member which shall be executed on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only). Where the entity providing Power of Attorney is in jurisdictions outside India, kindly provide appropriate opinion on enforceability in India, and the relevant jurisdictions.
- n. An Undertaking or Declaration to confirm the ability to invest minimum INR 15 crores (Rupees Fifteen Crores only) or more shall be executed on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only), "indicating sources of funds or financial stability to raise funds", signed by PRA or its authorised representative on each page.
- o. Necessary board resolutions/authorization letter authorizing the person signing the Undertaking on the letter head. In case of Consortium, it shall be signed by all the Consortium Members.
- p. Any additional document/information asked by RP or CoC must be furnished by PRA.
- q. EOI shall be submitted in following manner:
 - a. Electronically at cirp.dhammanagi@gmail.com; and
 - b. Applicant shall submit the plain sealed envelope labelled "**Expression of Interest for Dhammanagi Developers Private Limited**" containing a complete set of the documents for the EOI in hard copy and be submitted to following address: -
Mr. Vinay Mruthyunjaya
C/o Vinay & Keshava LLP Chartered Accountants,
8, VK COMMERCE, 3rd Floor, 3rd Main Road,
KSSIDC, Rajajinagar Industrial Estate, Off WOC Road,
Bengaluru, Karnataka - 560 010

Prospective Resolution Applicants shall submit their EOI electronically on or before last date of submission, any delay in submission will automatically render that PRA is ineligible for submitting EOI and RP shall not accept such EOI received after such last date.

4. **CONSORTIUMS**

Where the EOI is being submitted by a consortium of investors/ bidders (“Consortium”), the EOI, along with all undertakings submitted pursuant to this EOI shall be signed by each member of the Consortium. Please further note that: -

- a) A Person cannot be part of more than 1 (one) consortium submitting the EOI for the Company. Further a Person shall submit only 1 (one) EOI, either individually as a PRA or as a constituent of a Consortium;
- b) the Consortium shall submit the copy of consortium agreement/MOU, if any, entered into between the Consortium members, setting out the respective obligations of the Consortium members;
- c) each member of the Consortium shall nominate and authorize a Lead Partner to represent and act on behalf of the members of the Consortium. Such Lead Partner shall be the single point of contact on behalf of the Consortium with the Interim Resolution Professional / Resolution Professional and the CoC, their representative and advisors in connection with all matters pertaining to the Consortium;
- d) the members of the Consortium shall be jointly and severally liable in respect of obligations under the EOI/ undertakings given to the Interim Resolution Professional / Resolution Professional;
- e) if any 1 (one) member of the Consortium is disqualified under Section 29A of the Code, then the entire Consortium, i.e., all the members of such Consortium shall stand disqualified;
- f) The EOI must detail the members of the Consortium, the Lead Member and the proposed percentage holding of each member;
- g) No change of Lead Member or any member whose financials have been considered towards the eligibility criteria may be permitted post submission of EOI (except with approval of the COC

5. **IMPORTANT NOTICES**

- 1) COC has the right to cancel or modify or withdraw the process of invitation of EOI or Resolution Plans without assigning any reason and without any liability. This is not an offer document and is issued with no commitment.
- 2) COC has the right to amend or revise the eligibility criteria, this Invitation for Expression of Interest (“IEOI”) or issue further supplements to the IEOI or require additional documents from the PRAs without assigning any reason and without any liability. Potential Resolution Applicants should regularly visit the web link <https://www.vkca.com/dhammanagi-developers-pvt-ltd/> to keep themselves updated regarding clarifications/ amendments/ time-extensions, if any.

- 3) The Interim Resolution Professional or Resolution Professional (with the approval of COC) reserves the right to accept any EOI submitted after the Last Date provided COC agrees to extend such last date by amending the Form G or any EOI that deviates from the requirements set out herein, and no other PRA shall have the right to object to such acceptance.
- 4) It may be noted that the eligibility criteria for Prospective Resolution Applicant has been evolved in accordance with the provisions of the Code and CIRP Regulations. EOIs of only those interested parties who meet the eligibility and other criteria specified herein shall be considered. IRP/RP/ COC reserve their right to reject, without being bound to do so, the EOI of any PRA and not include them in the provisional or final list of eligible PRAs in case:
 - (a) The PRA does not meet the eligibility criteria set out herein;
 - (b) If the EOI submitted by the PRA is incomplete or the PRA does not submit the documents as required under this IEOI or fails to submit such further documents or information as requested by the Interim Resolution Professional or Resolution Professional for conducting due diligence on the PRA;
 - (c) If any information/record provided is false, incorrect, inaccurate or misleading;
 - (d) If in the opinion of the COC, the PRA is undesirable or not credible or if the PRA fails to provide information, if requested, to establish its credibility, eligibility or ability to implement a resolution plan.
- 5) No oral conversations or agreements with the Interim Resolution Professional or Resolution Professional or any official, agent or employee of the Interim Resolution Professional or Resolution Professional, or any member of the COC, or any official, agent or employee of the Company shall affect or modify any terms of this EOI.
- 6) Neither the PRA nor any of representatives of the PRA shall have any claims whatsoever against the Interim Resolution Professional Or Resolution Professional or its advisors or any member of the COC or any of their directors, officials, agents or employees arising out of or relating to this IEOI.
- 7) By submitting its EOI, each PRA shall be deemed to acknowledge that it has carefully read the entire IEOI and has fully informed itself as to all existing conditions and limitations. Ignorance of law/s will not be treated as any excuse.
- 8) The PRA acknowledges that the investment in the Company shall be made by the PRA on an "as is, where is basis" and the IRP or the RP or the COC will not be providing any representations or warranties for the Company.
- 9) All the EOI's received will be reviewed by RP in consultation with its advisors and COC and a provisional list of eligible PRAs shall be shared in accordance with the Code and CIRP Regulations.

- 10) For any clarifications on the process of submission of EOI, please contact on cirp.dhammanagi@gmail.com

Issued by:

For and behalf of Dhammanagi Developers Private Limited.



Vinay Mruthyunjaya

Interim Resolution professional in the matter of Dhammanagi Developers Pvt. Ltd.

Reg No:- IBBI/IPA-001/IP-P02052/2020-2021/13173

No.8, VK Commerce, Ground Floor, Off WOC Road, 3rd Main Road,
Rajajinagar Industrial Estate, Bengaluru- 560 010

Mob:- +91 99725 67575 | cirp.dhammanagi@gmail.com | vinay@vkca.com

ANNEXURE 'A'
ELIGIBILITY AS PER SECTION 29A OF THE CODE
UNDERTAKING

I, [name of the chairman/managing director/director/authorized person of resolution applicant, authorized by the Board of the resolution applicant for giving such undertaking], son of [____], aged about [____] years, currently residing at [Address to be inserted] and having Aadhaar / Passport number [____], on behalf of [name of the resolution applicant] having registered office at [____] ("**Resolution Applicant**", a term which also includes any person acting jointly with the Resolution Applicant), do solemnly affirm and state to the Committee of Creditors ("**CoC**") of [name of corporate debtor] and the resolution professional of the Company ("**RP**") as follows:

1. That I am duly authorized and competent to make and affirm the instant undertaking for and on behalf of the Resolution Applicant in terms of the [resolution of its board of directors/ power of attorney- to provide other necessary details of such authorization]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Insolvency and Bankruptcy Code, 2016, as amended from time to time ("**Code**")) and nor any other person covered under Section 29A of the Code:
 - a) is an undischarged insolvent;
 - b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 [10 of 1949];
 - c) is at the time of submission of the expression of interest and / or resolution plan a person who,
 - (i) has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, or
 - (ii) controls or manages or is the promoter of a corporate debtor whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force; and such classification has continued for a period of one year or

more from the date of such classification till the date of commencement of the corporate insolvency resolution process of the Company and all such overdue amounts along with interest, costs and charges thereon have not been fully repaid at the time of submission of expression of interest and / or resolution plan;

- d) has been convicted for any offence punishable with imprisonment –
 - (i) for two years or more under any statute specified under the Twelfth Schedule of the Code and two years have not passed from the date of release from such imprisonment; or
 - (ii) for seven years or more under any law for the time being in force and two years have not passed from the date of release from such imprisonment;
- e) is disqualified to act as a director under the Companies Act, 2013 [18 of 2013];
- f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g) has been a promoter or in the management of or control of a corporate debtor in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority viz. Hon'ble National Company Law Tribunal (or its appellate tribunal / court) under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place without any contribution by the Resolution Applicant in an entity acquired by the Resolution Applicant, prior to such acquisition by way of a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or court);
- h) has executed a guarantee in favour of a creditor, in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code and such guarantee has been invoked by the creditor and remains unpaid in full or in part;
- i) is subject to any disability, corresponding to the aforesaid conditions under any law in a jurisdiction outside India;
- j) Has a connected person not eligible under clause (a) to (i) herein above.

“Explanation[1]. — For the purposes of this clause, the expression "connected person" means—

- i. any person who is the promoter or in the management or control of the resolution applicant; or*

- ii. *any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or*
- iii. *the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii):*

Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:

Provided further that the expression "related party" shall not include a financial entity, Regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date;"

3. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself, and all its connected persons as required under Regulation 38(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as applicable to the corporate insolvency resolution process of the Corporate Debtor.
4. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Code) has:
 - a) withdrawn or sought any deviation to its resolution plan in any corporate insolvency resolution process, or avoided or delayed or defaulted in the implementation of the resolution plan approved by the committee of creditors / Adjudicating Authority; or delayed or failed to implement any conditions as contained in the process document / note issued under any corporate insolvency resolution process (including the submission of any guarantee / security documents as envisaged under the process document / note of any corporate insolvency resolution process);
 - b) had any resolution plan filed by it withdrawn / rejected or applied to be withdrawn / rejected from the Adjudicating Authority / committee of creditors owing to any non-compliance / default by it;
 - c) failed to implement its resolution plan approved by committee of creditors / Adjudicating Authority in accordance with its terms; or
 - d) in order to avoid the obligations under its resolution plan approved by committee of creditors / Adjudicating Authority, challenged the process document / note or process thereunder issued by a resolution professional / committee of creditors with respect to a corporate insolvency resolution process, in any court of law or sought any deviation

from the resolution plan submitted by it which is not acceptable to the committee of creditors of the relevant matter.

5. That Resolution Applicant unconditionally and irrevocably agrees and undertakes that it meets the criteria specified by the committee under clause (h) of sub-section (2) of section 25 and that it shall intimate the resolution professional forthwith if it becomes ineligible at any time during the CIRP of the Company.
6. That Resolution Applicant unconditionally and irrevocably agrees and undertakes that it that every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit/invoked any refundable deposit, and attract penal action under the Code as per Regulation 36A (7) (f) of the CIRP Regulations, 2016.
7. Any amounts accrued on account of forfeiture / invocation above shall not form part of assets of Company and shall be available to Creditors for appropriation in accordance with waterfall set out in the successful resolution plan or in accordance with Section 53 IB Code, as the case may be, at the end of moratorium.
8. That the Resolution Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code (read with the relevant regulations framed there under) to submit an expression of interest and a resolution plan and it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate that the Resolution Applicant is eligible under the applicable provisions of the Code and the rules and regulations thereunder to submit a resolution plan in respect of the Company.
9. That the Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this undertaking.
10. That the Resolution Applicant understands that the RP and the CoC may evaluate the expression of interest and / or resolution plan to be submitted by the Resolution Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Resolution Applicant under this undertaking.
11. That the Resolution Applicant agrees that each member of the CoC and the RP are entitled to rely on the statements and affirmations made in this undertaking for the purposes of determining the eligibility and assessing, agreeing, and approving the resolution plan submitted by the Resolution Applicant.
12. That in the event any of the statements contained herein are found to be untrue or incorrect, then the Resolution Applicant unconditionally agrees to indemnify and hold harmless the RP

and each member of the CoC against any losses, claims or damages incurred by the RP and / or the members of the CoC on account of such ineligibility of the Resolution Applicant.

13. That the Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Resolution Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Company, after the submission of this undertaking.
14. That if, at any time after the submission of this undertaking and before the approval of the Resolution Applicant's resolution plan by the Adjudicating Authority i.e. Hon'ble National Company Law Tribunal under the Code, the Resolution Applicant becomes ineligible to be a Resolution Applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the RP and the CoC.
15. That this undertaking shall be governed in accordance with the laws of India and the National Company Law Tribunal, Mumbai /National Company Law Appellate Tribunal/ Courts of Mumbai shall have the exclusive jurisdiction over any dispute arising under this undertaking.

SOLEMNLY AFFIRMED AT _____

ON THIS THE [_____] DAY OF [_____] 2022

NOTE:

- (a) The Undertaking should be executed on a non-judicial stamp paper of INR 100.
- (b) The person signing the Undertaking should be authorized signatory supported by necessary board resolutions/authorization letter.
- (c) In case Eol is from a consortium Applicant, it shall be signed by each member of the Consortium.

DEPONENT

**Before me,
Notary/ Oath Commissioner**

VERIFICATION:

I, *[name of the chairman/managing director/director/authorized person of resolution applicant, authorized by the Board of the resolution applicant company (in case of a company) for giving such affidavit]*, the deponent above named, on behalf of *[name of the resolution applicant]*, having registered office at *[_____]*, do hereby verify and state that the contents of the above affidavit are true to the best of my knowledge and nothing material has been concealed therein.

Verified at *[_____]*, on this the *[_____]* day of *[_____]* 2022.

DEPONENT

ANNEXURE 'B'

FORMAT OF EXPRESSION OF INTEREST

[On the Letterhead of the Lead Member/Prospective Resolution Applicant Submitting the EOI]

Date: [●]

To,

Mr. Vinay Mruthyunjaya

Interim Resolution Professional

IBBI/IPA-001/IP-P02052/2020-2021/13173

Address: # 8, VK COMMERCE, 3rd Floor, 3rd
Main Road, KSSIDC, Rajajinagar
Industrial Estate, Bengaluru,
Karnataka - 560 010

Email: vinay@vkca.com | cirp.dhammanagi@gmail.com

Subject: Expression of Interest ("EOI") for submitting Resolution Plan for DHAMMANAGI DEVELOPERSS PRIVATE LIMITED (hereinafter "DDPL" or "Company" or "Corporate Debtor") undergoing Corporate Insolvency Resolution Process ("CIRP").

Dear Sir,

In response to the invitation for submission of expression of interest published in Form G dated (.....) inviting expression of interest ("**EOI**") for submission of resolution plans ("**Resolution Plan**") for the Company as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**"), we confirm that we have understood the eligibility and other criteria mentioned in the IEOI and we meet the necessary threshold and criteria mentioned therein and are submitting our EOI for submission of a Resolution Plan for the Company.

Along with our EOI, we have also provided information and documents as required under the invitation for EOI in the prescribed formats.

We further undertake that the information furnished by us in this EOI and Annexures is true, correct, complete, and accurate and we agree and acknowledge that:

- (a) the EOI will be evaluated by the Interim Resolution Professional or the Resolution Professional of **DHAMMANAGI DEVELOPERSS PRIVATE LIMITED** along with the COC, based on the information provided by us in this EOI and attached documents to determine

our eligibility to submit the Resolution Plan for the Corporate Debtor;

- (b) the IRP/RP/COC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the Resolution Plan for the Company and may reject the EOI submitted by us and not include us in the provisional or final list of eligible prospective resolution applicants without assigning any reason/without any liability whatsoever;
- (c) the IRP/RP/ the COC reserve the right to conduct due diligence on us and/or request for additional information or clarification from us for the purposes of the EOI and we shall promptly comply with such requirements. Failure to satisfy the queries of IRP/RP/ COC may lead to rejection of our EOI; meeting the eligibility criteria set out in IEOI alone does not automatically entitle us to participate in the next stage of the bid process;
- (d) Meeting the eligibility criteria set out in point number 1 of IEOI, alone does not automatically entitle us to participate in the process;
- (e) We will continue to meet the eligibility criteria throughout the bid process, and any material adverse change affecting our/consortium's (or any of its members) eligibility or ability to submit a Resolution Plan shall be intimated immediately;
- (f) We are not an ineligible person in terms of provisions of Section 29A of the IBC. We are a 'fit and proper' person and do not suffer from any legal disability to be a promoter entity of the Corporate Debtor under the applicable laws.
- (g) We have read and understood the important notices provided in Paragraph 7 of the IEOI and confirm our unconditional acceptance thereto.
- (h) Our refundable deposit shall be forfeited, and we shall also attract penal action under the Code.
- (i) We shall be solely responsible for any errors or omissions therein. Based on this information, we understand you would be able to evaluate our EOI in order to pre-qualify for the above-mentioned proposal.

For further information/ queries, please contact: (contact details of PRA)

Yours Sincerely,

On behalf of [*Insert the name of the entity submitting the EOI*]

Signature: _____

Name of Signatory:

Designation:

Company Seal/Stamp

NOTE:

1. The person signing the EOI and other supporting documents should be authorized signatory supported by necessary board resolutions/authorization letter. Each Page of EOI shall be signed
2. In case EOI is from a consortium Applicant, it shall be signed by each member of the Consortium.
3. To be executed on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).

ANNEXURE C

Details of Prospective Resolution Applicant

[Note: In case of consortium, the details set out below are to be provided for each of the members]

1. Name and address:

- a. Name of the firm/ company/ organisation/partnership sole individual:
- b. Address:
- c. Telephone No:
- d. Fax:
- e. Email:

2. Date of Incorporation/ Date of Birth (for sole individual):

3. Core Area of Expertise:

4. Contact Person:

- a. Name:
- b. Designation:
- c. Telephone No:
- d. Email:

5. Experience of the Company in the relevant sector.

6. Past experience in acquisition / turnaround of stressed assets (if any):

7. Details of Joint Venture / Consortium/ SPV Members:

of the Member	% of share in the Consortium/joint Venture	nated as Lead

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ANNEXURE 'D'

FORMAT OF CONFIDENTIALITY UNDERTAKING

THIS CONFIDENTIALITY UNDERTAKING (“Undertaking”) is made on this _____ day of _____ 2022 by and between:

Mr. Vinay Mruthyunjaya, being a registered Insolvency Professional with IP Registration No.: Reg No:- IBBI/IPA-001/IP-P02052/2020-2021/13173, appointed as Interim Resolution Professional of **Dhammanagi Developers Private Limited** (“Company”), a Company incorporated under the Companies Act, 1956, having its registered office at No. 137, Railway Parallel Road, Kumara Park West, Bengaluru, Karnataka – 560020 and Principal place of business at 5th Floor, 29/4, Trade Centre, Racecourse Road, Bengaluru, Karnataka – 560001 and Undergoing CIRP as per the Insolvency and Bankruptcy Code, 2016 (“Code”), (hereinafter referred to as “**Disclosing Party**” or “**IRP**”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include his successors and assigns) of the FIRST PART;

And

_____, a Company incorporated in _____ and having its registered office at _____ (the “Recipient/Resolution Applicant”, which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns) of the SECOND PART.

(the Disclosing Party/IRP/RP and the Recipient/Resolution Applicant hereinafter also referred to individually as a “Party” and collectively as the “Parties”)

WHEREAS:

- A. Vide an invitation for expression of interest dated _____, the IRP/RP has invited expression of interest (“EOI”) from prospective resolution applicants for submission of resolution plans for the Company in accordance with the provisions of the Code and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP Regulations). The Resolution Applicant, has accordingly, submitted its EOI to the IRP on _____.
- B. The Resolution Applicant proposes to submit a resolution plan in respect of the Company (“Resolution Plan”) to the IRP/RP, in accordance with the Code. For the purpose of such preparation, submission and negotiation of the Resolution Plan (“Purpose”), the RP may provide the Resolution Applicant with access to relevant information in that respect, provided that the Resolution Applicant provides a confidentiality undertaking to the RP with respect to such information provided and further undertakes that it shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under Section 29(2) of the Code.

C. In view of the above, the IRP/RP will be sharing the relevant information, comprising/ containing certain Confidential Information (as defined in Clause 1 below) with the Resolution Applicant and accordingly the Parties have agreed to enter into this Undertaking and be bound by the terms and conditions hereinafter set forth governing, inter-alia, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE THIS UNDERTAKING WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. "Confidential Information" shall mean all information, whether in written, oral, pictorial, electronic, visual, or other form, including information in the virtual data room ("VDR"), relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company or in relation to the resolution plan process. Any information or documents generated or derived by the Recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:
 - (i) any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, materials, prices, debts, products, technology, computer programs, specifications, manuals, business plans, software, corporate, organization, management, human resource information, strategic initiatives and plans, policies and reports, financial position of the Company and any other information;
 - (ii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (iii) any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (iv) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (v) any information belonging to identified third parties with whom the Company has business dealings;
 - (vi) any proposed business deals, contracts or agreements to which Company is party;
 - (vii) any information relating to disputes, litigations, proceedings filed by or against the Company;
 - (viii) the information memorandum, Evaluation Matrix and Request for Resolution Plan in respect of the Company prepared or amended thereon under the provisions of the Code by the RP and information contained in VDR;
 - (ix) contents of its Resolution Plan;
 - (x) particulars of any negotiations conducted with the Committee of Creditors on its Resolution Plan;
 - (xi) financial terms or scores of any other resolution applicant (if disclosed to the Recipient) in the course of or as process of negotiation with the Recipient; and

- (xii) any other information which is provided to the Recipient and/or its Representatives in connection with the submission of the Resolution Plan.

2. The Recipient shall at all times observe the following terms:

- (i) it shall hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;
- (ii) it shall not, directly or indirectly use the Confidential Information for any purpose other than for the Purpose or for causing an undue gain or undue loss to itself or any other person;
- (iii) it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Disclosing Party;
- (iv) it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the "Representatives"), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the Purpose and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Undertaking. The Recipient acknowledges that any Undertaking (written or otherwise) entered into between the Recipient and the Representatives would not discharge the Recipient from its confidentiality obligations under this Undertaking. In any event, the Recipient shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the Recipient shall be deemed as breach of this Undertaking by the Recipient. For the purposes of this Undertaking, the term "Affiliate" shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term "Control" means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contract or otherwise. The terms "Controlling" and "Controlled by" or "under common Control" shall have corresponding meanings;
- (v) it shall use the same degree and standard of care in respect of the security, safekeeping and protection of the Confidential Information as the Recipient and its Representatives use to protect their own confidential information but no less than a reasonable degree of care to prevent the unauthorized access, use, dissemination, copying, theft and/or republication of the Confidential Information;
- (vi) it shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);

- (vii) it shall immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Undertaking as per Clause 10 below, and a written notification by the Disclosing Party, surrender and return to the Disclosing Party, all Confidential Information and any notes, memoranda or the like, including any copies or reproductions in its possession, or destroy the same (and, if applicable, delete from any computer, word processor or other device containing any Confidential Information, including any documents, tapes, photographic material, computer storage media including archives and back-up data dumps and other information containing Confidential Information) in accordance with the directives of the Disclosing Party, and the Recipient agrees to certify in writing that such destruction has occurred in each case, except to the extent, retention of such Confidential Information is required under applicable law, provided that the Recipient in these cases, shall notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention. ,. Notwithstanding anything contained in this paragraph, Recipient and its Representatives shall be permitted to retain any electronic copies created pursuant to the automatic archiving and backup procedures made in the ordinary course of business, to the extent deleting such information would not be reasonably practicable; Notwithstanding the retention of information contained in this paragraph, the Recipient and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder, in accordance with the terms hereunder.

- (viii) it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Undertaking or its proposal to prepare/ submit the Resolution Plan or contents of Resolution Plan in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;

- (ix) it shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Undertaking;

- (x) it shall protect against any unauthorized disclosure or use, any Confidential Information of the Company that it may have access to in any manner.

- (xi) shall protect any intellectual property of the Company which it may have access to which is provided or made available by the Disclosing Party.

3. The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
- (i) is or becomes available to the public domain without breach of this Undertaking by the Recipient; or
 - (ii) is disclosed with the prior written approval of the Disclosing Party; or
 - (iii) was in the possession of the Recipient prior to its disclosure to them under this Undertaking from another source not under any obligation of confidentiality to the provider;
 - (iv) is independently developed by the Recipient or its Representatives without reference or use of any information provided by the Disclosing Party; or
 - (v) is disclosed pursuant to any law or a court order or the stock exchange requirement provided that in the event the Recipient is required to make such disclosure pursuant to a court order / stock exchange announcement, then in that case the Recipient shall only disclose the Confidential Information to the extent required and to the extent permissible, promptly notify the Disclosing Party in advance, so that the Disclosing Party (at its own cost and expense) has the opportunity to object to such disclosure or discuss the extent of disclosure by the Recipient.
4. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Undertaking or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.
5. For the avoidance of doubt, nothing in this Undertaking shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).
6. The Recipient agrees and acknowledges that the information memorandum and the other Confidential Information is prepared on the basis of information provided by the employees and management of the Company as well as the information provided by the other stakeholders of Company. The Disclosing Party makes no representation, warranty or inducement, whether express or implied, now or in the future, as to the accuracy, relevance or completeness of any Confidential Information supplied or to be supplied (including but not limited to the information contained in the information memorandum), whether for the purpose of formulation of the Resolution Plan and/or otherwise in relation to the Company and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Recipient's right to use the Confidential Information. The Disclosing Party has not verified or audited the information and the information so provided is based on books and records available with the Company. The Disclosing Party does not take any responsibility for any decisions made by Recipient based on the information provided. The Recipient shall exercise its own diligence before making any conclusion or decision.

7. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Agreement, in addition to and without prejudice to, any other remedies available to the Disclosing Party at law or in equity.
8. The Recipient shall indemnify and hold harmless the Disclosing Party against all direct losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Agreement, including but not limited to any gross negligence or wilful misconduct in respect of the Confidential Information unauthorized disclosure, use or misuse of the Confidential Information whether, by the Recipient and/or its Representatives. The Recipient further agrees and undertakes, at its sole cost and expense, to take any and all reasonable measures (including but not limited to court proceedings) to restrain any person to whom it has disclosed Confidential Information, directly or indirectly, from disclosing or using the Confidential Information in violation of this Agreement.
9. The Recipient shall not, without prior written consent of the Disclosing Party, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Company or the Disclosing Party in relation to the corporate insolvency resolution process of the Company.
10. This Undertaking shall be effective and shall stay in force for a period of three (3) years from the date first stated above. Upon expiry of this Agreement, the confidentiality obligations of the Parties herein shall cease, provided that payment obligations if any that may arise under this Undertaking (including under the indemnity Clause 8 above) shall survive the expiration of this Agreement.
11. The Recipient further agrees that all communications (both written and oral) regarding the Confidential Information and/or the Resolution Plan, requests for additional information, and discussions or questions regarding procedures related to the Resolution Plan, will be sent only to Company through and/or authorized representatives of Ernst and Young (who are assisting RP in discharging his duties as an RP) as authorized by RP and not directly to any of the Company's affiliates or any of their respective directors, officers or employees.
12. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand-delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in a written notice to the other parties hereto.

For Disclosing Party/RP

Postal Address : Dhammanagi Developers Private Limited (under CIRP)
Principal Office: 5th Floor, 29/4, Trade Centre, Racecourse Road, Bengaluru, Karnataka – 560001

and

Mr. Vinay Mruthyunjaya

Interim Resolution Professional

IBBI/IPA-001/IP-P02052/2020-2021/13173

8, VK COMMERCE, 3rd Floor, 3rd Main Road,

KSSIDC, Rajajinagar Industrial Estate,

Bengaluru, Karnataka - 560 010

Email: vinay@vkca.com | cirp.dhammanagi@gmail.com

For Recipient/Resolution Applicant

Postal Address : _____

Contact Person : _____

Email : _____

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a) one (1) business day after its deposit with an overnight courier if for inland delivery; and (b) 5 (five) calendar days after its deposit with an international courier if for an overseas delivery; and (c) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not; and (iii) if sent by electronic mail, when actually received in readable form.

13. Ownership of the Confidential Information, including all intellectual property rights and related rights in the Confidential Information or arising out of the use of the Confidential Information shall at all times remain with the Disclosing Party, in perpetuity and throughout the world. All improvements, derivatives, enhancements, modifications and recommendations to the Confidential Information will also belong exclusively to the Disclosing Party, and the Recipient agrees to specifically convey and assign, and hereby do convey and assign to the Disclosing Party all right, title and interest in and to the same in perpetuity and throughout the world. The Recipient covenants and agrees to sign any papers and do all acts necessary to secure for the Disclosing Party and/or its successors or assigns, any and all rights, titles and interest in any such improvements, derivatives, enhancements, modifications and recommendations, including rights to any patent and copyright in any jurisdictions, during the term of this Agreement, or any time thereafter.

14. If any provision of this Undertaking is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Undertaking as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Undertaking as though the provision had never been included, in either case, the remaining provisions of this Undertaking shall remain in full force and effect.
15. No amendments, changes, or modifications of any provision of this Undertaking shall be valid unless made by a written instrument signed by a duly authorized representative of each of the Parties.
16. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power, or privilege hereunder.
17. Neither Party may assign or transfer its rights or obligations contained in this Undertaking or any interest therein without the prior written consent of the other Party.
18. This Undertaking shall be governed by and construed in all respects according to the laws of the India and, the Parties hereto agree to submit to the exclusive jurisdiction of the courts of Mumbai.
19. This Undertaking comprises the full and complete Undertaking of the Parties hereto as at the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements, if any, between the Parties hereto, whether written or oral, expressed or implied.
20. The Disclosing Party acknowledges that, in the ordinary course of business, the Recipient may be engaged through separate platforms in the origination of loans (including the provision of debt financing for transactions similar to the transactions contemplated herein) and syndicated bank debt, and nothing in this Undertaking shall restrict such activities of such other platforms, provided that none of the Confidential Information is used or disclosed in connection therewith and such transactions are not in contravention of the Code or with the corporate insolvency resolution process of the Company.
21. This Undertaking may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorised representatives to set their hands the day and year first above written.

<p>Signed by/ for and on behalf of the Disclosing Party/RP</p> <p>_____ - Name: _____ Designation: Interim Resolution Professional</p>	<p>Signed by/ for and on behalf of the Recipient Party</p> <p>_____ Name: _____ Designation: _____</p>
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NOTE:

- (d) The Undertaking should be executed on a non-judicial stamp paper of INR 500.
- (e) The person signing the Undertaking should be authorized signatory supported by necessary board resolutions/authorization letter and sign each page of the Undertaking.
- (f) In case EOI is from a consortium Applicant, it shall be signed by each member of the Consortium.

ANNEXURE E

POWER OF ATTORNEY FOR NOMINATION OF LEAD CONSORTIUM MEMBER

Whereas, and (collectively the "Consortium") being Members of the Consortium are interested in submitting Expression of Interest ("Eol") for the submission of Resolution plan under corporate insolvency resolution process ("CIRP") for Dhammanagi Developers Pvt. Ltd. (the "Corporate Debtor"); and

Whereas, it is necessary for the Members of the Consortium to designate one of entities as the Lead Consortium Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with or incidental to the submission of Eol for the submission of resolution plan under CIRP for the Corporate Debtor.

Know all persons by these presents, We M/s having our registered office at M/s....., having our registered office atM/s., having our registered office at and M/s....., having our registered office at (hereinafter collectively referred to as the "Consortium Members") do hereby irrevocably designate, nominate, constitute, appoint and authorize [M/s] having its registered office at being one of the members of the consortium as the Lead Consortium Members and true and lawful attorney of the consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney to do on our behalf and on behalf of the consortium, all or any of such acts, deeds or things as may be necessary in connection with or incidental to the submission of the Eol and participation in the CIRP of the Corporate Debtor or any other document as may be required under or pursuant to the Eol, including but not limited to signing and submission of the Eol and all other documents in relation to Eol including but not limited to undertakings, letters, certificates, acceptances, clarification, or any other deeds or documents that the resolution professional may require and generally to represent the Consortium in its dealings with the resolution professional and the committee of creditors or any person, in all matters in connection with or relating to or arising out of the Eol or the CIRP.

We hereby ratify all acts, deeds and things done or to be done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Expression of Interest.

In witness where of we the Members of the Consortium above named have executed this power of attorney on this Day of 2022.

Signed by the within named
[Insert the name of the executant entity]
through the hand of

.....
(Name, designation and address of the executant)

Duly authorised by the board of [insert name of the executant entity] to issue such Power of Attorney

Dated this day of

Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

WITNESS:

1.

(Signature)
Name
Designation.....

2.

(Signature)
Name
Designation.....

(To be executed and signed by all the Members of the Consortium)



NOTE:

4. In case EOI is from a consortium Applicant, it shall be signed by each member of the Consortium.
5. To be executed on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).