

**INVITATION FOR EXPRESSION OF INTEREST
FOR
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED**

Issued By

SSARVI Resolution Services LLP

(Through its partner and authorized signatory – Mr. Prashant Jain)

Resolution Professional of Supreme Transport Organisation Private Limited

Date- 15/06/2024

***(Extended till 15.07.2024 by the permission of CoC. Publication for extension
done on 01.07.2024)***

I. BACKGROUND OF THE CORPORATE DEBTOR

Company Name	Supreme Transport Organisation Private Limited
Listing Status	Unlisted
Corporate Identification Number	U60230MH2008PTC216143
Incorporation Date	29/05/2008
Registered Office	5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), MUMBAI - 400059, Maharashtra
Location where majority of Fixed Assets are located	The Corporate Debtor was engaged in the business of transportation, logistics and warehousing. The Company has warehouses located in Maharashtra, Gujarat, Rajasthan and Delhi.
Installed Capacity of main products/ services	Currently there is no business operation in the company.
Quantity and Value of main products/services sold in last financial year	Revenue from operations was INR 23,51,58,386 as on 31 st March, 2021.

Supreme Transport Organisation (the Corporate Debtor) is a company based in India, with its Regd. office at Mumbai. It was incorporated in the year 2008. The Corporate Debtor was engaged in the business of transportation, logistics and warehousing. It is classified as non-Govt Company and is registered at Registrar of Companies, Mumbai. Its authorized share capital is Rs. 20,00,00,000/- and its paid-up capital is Rs. 7,00,00,000/-

The Corporate Debtor has made investment in land and warehouses in Maharashtra, Gujarat, Rajasthan, Delhi, Bengaluru and Chennai along with commercial and residential properties in Mumbai. (the details are attached hereinbelow)

The Corporate Debtor was also engaged in providing chartered aircraft services in Rajasthan. The Corporate Debtor owns two Cessna Grand Caravan models.

II. BACKGROUND OF THE CORPORATE INSOLVENCY RESOLUTION PROCESS

Axis Bank Limited filed an application under Section 7 of the Insolvency and Bankruptcy Code, 2016 for initiation of Corporate Insolvency Resolution Process (CIRP) against Supreme Transport Organisation Private Limited (Corporate Debtor- STOPL). The Hon'ble National Company Law Tribunal, Mumbai Bench admitted the Corporate Debtor into CIRP by its order dated 08/09/2023 in CP No. 368/2024 and appointed Mr. Prashant Jain as the Interim Resolution Professional. Thereafter, the Committee of Creditors in its first meeting held on 04/12/2023 approved SSARVI Resolution Services LLP as the Resolution Professional of the Corporate Debtor. The Hon'ble NCLT was pleased to appoint SSARVI Resolution Services LLP as the Resolution Professional.

The Corporate Debtor filed an appeal before the Hon'ble National Company Law Appellate Tribunal (NCLAT) being Company Appeal (AT)(Insolvency) No. 1216/2023 against the order of NCLT and also proposed to offer a One Time Settlement to Axis Bank Limited. The Hon'ble NCLAT was pleased to grant a stay on the constitution of the Committee of Creditors. However, as the suspended director of the Corporate Debtor failed to submit the requisite amount, the Hon'ble NCLAT removed the interim stay on the Constitution of Committee of Creditors. Thereafter, the IRP constituted a Committee of Creditors.

The Committee of Creditors in its meeting dated 17/05/2024 discussed the way forward for the resolution of the corporate debtor. Considering that the corporate debtor has assets spread across various parts of western, northern and southern India, it was decided to conduct asset wise resolution as per Regulation 36B(6A) of the Insolvency and Bankruptcy Board of India (Resolution Process for Corporate Persons) Regulation, 2016.

In the interest of the prospective resolution applicants, it is pertinent to inform that the Insolvency and Bankruptcy Board of India through its notification no. IBBI/2022-23/GN/REG093 dated 16 September 2022 (with effect from 16 September 2022) amended the Insolvency and Bankruptcy Board of India (Resolution Process for Corporate Persons) Regulations, 2016

(hereafter CIRP Regulations). This amendment inserted Regulation 36B(6A) into the CIRP Regulations. Following is the provision for reference,

“(6A) If the resolution professional, does not receive a resolution plan in response to the request under this regulation, he may, with the approval of the committee, issue request for resolution plan for sale of one or more of assets of the corporate debtor.”

This regulation paved the way for a flexible method of Resolution, allowing separate resolution for each asset of a corporate debtor. Before this amendment the only option an investor had was to propose a resolution plan for the corporate debtor as a whole. Therefore, under this option an investor can offer resolution plan for a specific set of assets of the Corporate Debtor.

III. ASSETS FOR RESOLUTION AS PER REGULATION 36B(6A) OF THE CIRP REGULATION.

The following are the options and clusters of assets available with the Prospective Resolution Applicants for submission of Resolution Plan.

Option 1- Under the first option the Prospective Resolution Applicant can submit Expression of Interest (EOI) for the entire Corporate Debtor as per Regulation 36A of CIRP Regulation, 2016.

Option 2- The assets of the Corporate Debtor shall be categorized under separate cluster as per Regulation 36B(6A) of CIRP Regulation, 2016. The PRAs can submit their EOI.

<u>STATE WISE CLUSTER</u>	
Maharashtra Clusters <i>Cluster 1 shall have more weightage over cluster 2, 3, 4, 5 & 6.</i>	
Cluster 1 Maharashtra	<ol style="list-style-type: none">1. SY No. 277/2C, Near Nissarg Hotel, Agra Road, Malegaon.2. CTS No 49-50, Wavikar lane, Guruwar ward, Paanch Kandil, Malegaon.3. Gala No. 32 & 34, Building No 5/B, Akshay Mittal Indl. Estate, MV Road, Andheri (East), Mumbai-59.

	<ol style="list-style-type: none"> 4. Open Land and building of the proposed Container Yard, 5T situated at Survey to 103/2, 103/1/2A & 102/2A of village Khanevale on NH- 4, Opp. to TATA Motors, Old Mumbai Pune Highway NH4, Post Poyanje, Tehsil Panvel, District Raigarh, Pin: 410206. 5. Flat No. 153, Kalptaru Pinnacle, Opp. Inorbit Mall, Mulund Link Road, Goregaon West, Mumbai - 400104 6. 301, Vardhaman Chambers, Kalyan Street, Mumbai 400009 7. K K Industrial Estate, Gala No 6 A Wing opp Military Talav, Sector 24 Ulhasnagar 421003 8. Land admeasuring 250 Sq. Mts at Plot No. 1839, Sector KWC, Kalamboli, Navi Mumbai.
Cluster 2 Commercial & Residential Space in Mumbai	<ol style="list-style-type: none"> 1. Flat No. 153, Kalptaru Pinnacle, Opp. Inorbit Mall, Mulund Link Road, Goregaon West, Mumbai - 400104 2. 301, Vardhaman Chambers, Kalyan Street, Mumbai 400009. 3. Gala No. 32 & 34, Building No 5/B, Akshay Mittal Indl. Estate, MV Road, Andheri (East), Mumbai-59
Cluster 3 Commercial Space in Mumbai	<ol style="list-style-type: none"> 1. 301, Vardhaman Chambers, Kalyan Street, Mumbai 400009. 2. Gala No. 32 & 34, Building No 5/B, Akshay Mittal Indl. Estate, MV Road, Andheri (East), Mumbai-59.
Cluster 4 Residential Space in Mumbai	<ol style="list-style-type: none"> 1. Flat No. 153, Kalptaru Pinnacle, Opp. Inorbit Mall, Mulund Link Road, Goregaon West, Mumbai - 400104
Cluster 5 Malegaon, Maharashtra	<ol style="list-style-type: none"> 1. SY No. 277/2C, Near Nissarg Hotel, Agra Road, Malegaon. 2. CTS No 49-50, Wavikar lane, Guruwar ward, Paanch Kandil, Malegaon.
Cluster 6 Panvel, Maharashtra	<ol style="list-style-type: none"> 1. Open Land and building of the proposed Container Yard, 5T situated at Survey to 103/2, 103/1/2A & 102/2A of village Khanevale on NH- 4, Opp. to TATA Motors, Old Mumbai Pune Highway NH4, Post Poyanje, Tehsil Panvel, District Raigarh, Pin: 410206.
Gujarat Clusters <i>Cluster 7 shall have more weightage over cluster 8.</i>	

Cluster 7 Gujarat	<ol style="list-style-type: none"> 1. Plot at Devraj Industrial Area, Piplej, Ahmedabad. 2. Land Admeasuring 2700 Sq Mtrs, Revenue Survey No.136/A, Od Mauje Paldi-Kankaj of Taluka Dascrol of District Ahmedabad <p>B 72 Shreeji Market, Near Sangam Char Rasta Harni Road, Vadodara 390 006</p>
Cluster 8 Ahmedabad, Gujarat	<ol style="list-style-type: none"> 1. Plot at Devraj Industrial Area, Piplej, Ahmedabad. <p>Land Admeasuring 2700 Sq Mtrs, Revenue Survey No.136/A, Od Mauje Paldi-Kankaj of Taluka Dascrol of District Ahmedabad.</p>
Rajasthan Clusters <i>Cluster 9 shall have more weightage over cluster 10.</i>	
Cluster 9 Rajasthan	<ol style="list-style-type: none"> 1. Plot No. – 27 & 29, Transport Nagar, Pali, Rajasthan. 2. Vacant Plot No.A/9, Khasra No.1036/14, Khede Road, Rico, Balotra, Badmer, Rajasthan. 3. Located at Transport Nagar, Plot No.31, Pali Rajasthan.
Cluster 10 Pali, Rajasthan	<ol style="list-style-type: none"> 1. Plot No. – 27 & 29, Transport Nagar, Pali, Rajasthan. 2. Located at Transport Nagar, Plot No.31, Pali Rajasthan.
Aircraft Clusters <i>Cluster 11 shall have more weightage over cluster 12 and 13. *It is preferable that Prospective Resolution Applicant gives Resolution Plan for the Aircraft along with the Company.</i>	
Cluster 11 Aircrafts	<ol style="list-style-type: none"> 1. VT-SAI Cessna Grand Caravan Aircraft (Jaipur Airport). 2. VT-UDN Cessna Grand Caravan Aircraft (Mundra Port- Under seizure of customs).
Cluster 12 Aircraft 1	<ol style="list-style-type: none"> 1. VT-SAI Cessna Grand Caravan Aircraft (Jaipur Airport)
Cluster 13 Aircraft 2	<ol style="list-style-type: none"> 1. VT-UDN Cessna Grand Caravan Aircraft (Mundra Port- Under seizure of customs).
Individual Cities Clusters <i>All clusters shall have same weightage individually, but if any PRA gives a plan for more clusters, then it shall get more weightage.</i>	
Cluster 14 Delhi	<ol style="list-style-type: none"> 1. D 338 Aara Machine Wali Gali, Opposite Shabad Dairy, Bharti Vihar, Bawana Road, Shabad Doulatpur, Delhi 110 042

Cluster 15 Bengaluru	1. 15/1, Situated at 9th A Main Road, Banaswadi, Bangalore, Ward No. 88, PID No. 88-245-15/1
Cluster 16 Chennai	1. Chennai Plot – Survey No. 246/2 and 264/7, Om Shanthi Nagar, Anjur Village, Changalpattu Taluk
Cluster 17	<p>1. Land Bearing Survey No. 102, Hissa No.2A, Survey No. 103, Hissa No. 1/2A Khanavale, Taluka – Panvel.</p> <p>2. B/032, Sanjay Building No. 5, Akshay Mittal Industries Premises Co-operative Society Limited, Marol, Andheri, Mumbai.</p> <p>3. Revenue Survey No. 136/A of Mauje; Paldi-Kankaj of Taluka Discroi, Ahmedabad.</p>

Terms and Conditions for Resolution under Regulation 36B(6A) of the CIRP Regulation.

- I. The RP and CoC reserve the right to give greater weightage to the Resolution Plans received under Option 1.
- II. The CoC reserves the right to alter/change the weightage of clusters as per its discretion.
- III. The CoC reserves the right to change/alter/amend the constituent asset under any cluster.
- IV. The PRA who submits an EOI under option 2 for one cluster shall be considered to submit a resolution plan for any other or all the clusters or for the Corporate Debtor as a whole under option 1 provided it qualifies the eligibility criteria.
- V. PRAs who submit plan for more clusters shall have more weightage than PRAs submitting plan for lesser clusters.
- VI. A PRAs may also give plan for a single asset within a cluster; however, such plans shall have the least weightage.

IV. ELIGIBILITY CRITERIA AND EARNEST MONEY DEPOSIT

Eligibility Criteria for Option 1- Resolution Plan for Corporate Debtor as a whole

The Following shall be the Eligibility Criteria for proposing a resolution plan for the Corporate Debtor as a whole,

A. The Prospective Resolution Applicant being an Individual should have minimum net worth of ₹ **5 Crore** as at the end of last financial year.

B. The Prospective Resolution Applicant (PRA) being a firm/body Corporate should have minimum net worth of ₹ **10 Crores** as per last audited Financial Statement.

C. The Prospective Resolution Applicant being Private Equity funds/Financial Institution/NBFC's/Alternate Investment Funds/Asset Reconstruction Company should have minimum asset under management (AUM) of ₹ **100 Crores** or more.

D. In case of a joint venture or consortium or SPV representing or including any of the participants from Category A, B above, then each member of the consortium should have the following net worth.

Category A&B- Minimum Net worth of ₹ **5Crore** for each member of the Consortium. Further, collectively the sum total of all members should be equal to or more than ₹ **10 Crores**.

Eligibility Criteria for Option 2- Asset Wise Resolution as per Regulation 36B(6A) of CIRP Regulation.

Cluster	Individual Net Worth (Rs.)	Corporate Net Worth (Rs.)	ARC/ AIF/ NBFC (Rs.)
State Cluster	2 Crore	5 Crore	Net Worth 10 Crore AUM- 25 Crore
Aircraft Cluster/Single Aircraft	2 Crore	5 Crore	Net Worth- 10 Crore AUM- 25 Crore
City Cluster/ Individual Property	50 Lakhs	1 Crore	Net Worth-10 Crore AUM- 25 Crore

In case there is a consortium, each member shall meet their respective eligibility criteria.

In case a PRA wishes to submit a plan for the corporate debtor along with a cluster/property then the eligibility criteria of the cluster/property shall be applicable.

The Prospective Resolution Applicants shall provide Audited Balance Sheet for 2023-24. In case Audited Balance Sheet is not available then provisional balance sheet shall be provided along with the audited balance sheet of last financial year.

Earnest Money Deposit (EMD) to be submitted along with the Expression of Interest

The EMD for Option 1 i.e., to give a resolution plan for the Corporate Debtor as a whole shall be **INR 5 Lakhs.**

The EMD for Option 2 (i.e., cluster/single property) shall be standard amount of **INR 2 Lakhs.**

V. TRANSACTION PROCESS

I. Submitting of EOI by Resolution Applicants (“RAs”) along with **Submission of refundable Earnest Money Deposit (as per clause IV)** in form of demand draft in favour of ‘Supreme Transport Organisation Pvt. Ltd. CIRP’, payable at Mumbai or by direct bank credit into the bank account of the CD. The Bank account details of the CD are:

A/c Name: Supreme Transport Organisation Pvt. Ltd. CIRP

Bank: Axis Bank

Bank Account No. 923020068440435

IFSC Code: UTIB0000072

- II. Issuance of provisional list of eligible prospective resolution applicants within 10 days from last date of submission of EOI to all applicants;
- III. Receive objections on inclusion or exclusion of a prospective resolution applicant within 5 days from the date of issue of the provisional list.
- IV. Issuance of final list of prospective resolution applicants within 1 day of last days or receipt of objections to the CoC.

- V. Signing of undertaking of confidentiality by the eligible prospective RAs as provided by the IRP.
- VI. On signing of the undertaking of confidentiality the eligible prospective RAs will be provided with
- a. The Information Memorandum prepared as per provisions of the IBC
 - b. Access to the data- room to be provided for limited due diligence to entities authorized by shortlisted RAs.
 - c. Request for Resolution Plan ('RFRP') outlining the next steps along with the evaluation criteria.

Important Dates

Event	Date
Publication of Form G for extension of last date for Invitation of Expression of Interest.	01.07.2024
Last Date for submission of EOI	15.07.2024
Declaration of Provisional List of Prospective Resolution Applicants	20.07.2024
Last Date for submission of objection to provisional list	25.07.2024
Declaration of Final List of Prospective Resolution Applicants	26.07.2024
Date of issue of Information Memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants.	26.07.2024
Last Date for submission of Resolution Plan	25.08.2024

VI. OTHERS TERMS AND CONDITIONS

- If any false information or record has been submitted by the Potential Resolution Applicant, it will render the Potential Resolution Applicant ineligible to participate in the process;
- The fulfillment of eligibility conditions in the EoI does not automatically entitle the applicant to participate in the corporate insolvency resolution process which will be subject to applicable laws and further conditions stipulated by RP or Committee of Creditors ("COC"), in their sole discretion, including those in relation to access to Virtual Data Room ("VDR") or as may be stipulated under the Request for Resolution Plan document. Further, RP and COC reserve the right to issue clarifications, amendments and modification to the EOI document or to waive or relax any term or condition

or its application in any particular case, in each case as they may deem fit in their sole discretion. The RP and COC reserve the right to reject any and all applications in their sole discretion without assigning any reasons.

- A Potential Resolution Applicant (RA) must be eligible to submit a Resolution Plan in accordance with the provision of Section 29A of IBC. For this purpose, the Potential RA should give a declaration supported by an affidavit hereto stating that it does not suffer from any of the disqualifications provided under Section 29A of IBC. In case of any Resolution Applicants submitting a joint Resolution Plan, the declaration and affidavit needs to be submitted by each such Resolution Applicant. However, a Resolution Applicant(s) suffering from a disqualification under Section 29A(c) of IBC may submit a resolution plan, provided that it undertakes to make payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan and that it will submit a written acknowledgement of such payment at least three days before the last day for submission of resolution plan
- A Prospective Resolution Applicant must be a fit and proper person, should not suffer from any legal disability to be a promoter under the applicable laws.
- No oral conversations or agreements with the RP or any official, agent or employee of the RP, or any member of the COC shall affect or modify any terms of this EoI.
- Neither the Potential Resolution Applicant nor any of representatives of the Potential Resolution Applicant shall have any claims whatsoever against the RP 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 EoI.
- By submitting a proposal, each prospective Potential Resolution Applicant bidder shall be deemed to acknowledge that it has carefully read the entire EoI and has fully informed itself as to all existing conditions and limitations. Ignorance of law/s will not be treated as any excuse.
- The Potential Resolution Applicant acknowledges that the investment in the

Corporate Debtor shall be made by the Potential Resolution Applicant on an “as is, where is” basis and the RP or the COC will not be providing any representations or warranties for the Corporate Debtor.

- All the EOIs received will be reviewed by RP in consultation with its advisors and COC and a provisional list of eligible Potential Resolution Applicants shall be shared in accordance with IBC and CIRP Regulations.

JOINT VENTURES/CONSORTIUM

Where the EoI is being submitted by a Joint Investors of joint bidders (“Joint Investors”), the EoI, along with all undertakings submitted shall be signed by each member of the Joint Investors. Please further note that:

- A Person cannot be part of more than 1 (one) Joint Investors submitting the EoI for the Company. Further a Person shall submit only 1 (one) EOI, either individually as a Prospective Resolution Applicant or as a constituent of a Joint Investors;
- The Joint Investors shall submit the copy of Joint Investors agreement/MOU, if any, entered into between the Joint Investors members, setting out the respective obligations of the Joint Investors members;
- Each member of the Joint Investors shall nominate and authorize a Lead Partner to represent and act on behalf of the members of the Joint Investors. Such Lead Partner shall be the single point of contact on behalf of the Joint Investors with the Resolution Professional and the CoC, their representative and advisors in connection with all matters pertaining to the Joint Investors;
- The members of the Joint Investors shall be jointly and severally liable in respect of obligations under the EOI/ undertakings given to the Resolution Professional;
- If any member of the Joint Investors is disqualified under Section 29A of the Code, then the entire Joint Investors; i.e., all the members of such Joint Investors shall stand disqualified;
- The EOI must detail the members of the Joint Investors, the Lead Member

and the proposed percentage holding of each member;

- Lead Member of the Joint Investors shall be identified at the time of submission of EOI and.,
- No change of Lead Member or any member may be permitted post submission of EOI (except with approval of the COC).

ANNEXURE- A

[On the letter head of the company/in case of ~~consortium~~ the leader submitting the EoI]

FORMAT FOR EXPRESSION OF INTEREST FOR RESOLUTION PLAN OF

Supreme Transport Organisation Private Limited

Date:

To,

**SSARVI Resolution Services LLP
Resolution Professional (“RP”)**

**In the matter of SUPREME TRANSPORT
ORGANISATION PRIVATE LIMITED**

B610, BSEL Tech Park,
Sector-30A, Opposite Vashi Railway
Station, Vashi -400705, Navi Mumbai

Regd. Email: ipprashantjain@gmail.com ssarviresolution@gmail.com

Correspondence Email: supremetransportorg.cirp@gmail.com

**Subject: Expression of Interest (“EoI”) for submitting of Resolution Plan for
‘SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED’
undergoing Corporate Insolvency Resolution Process (“CIRP”)**

Dear Sir/Madam,

In response to your public advertisement dated **15th June, 2024 (& on 01.07.2024 for extension of last date)** inviting EoIs for submission of resolution plans (“**Resolution Plan**”) as per the provision of Insolvency and Bankruptcy Code, 2016 (“**Code**”), we confirm that we have understood the requirements and the terms and conditions for filing this EoI and make our EoI for submission a Resolution Plan in respect of **SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED**.

In this regard, we hereby submit our EoI for any one of the following

A. Option 1- Entire Corporate Debtor

OR

B. Option 2- Specify the Cluster for which the EOI is submitted

OR

C. Any of the Cluster (please specify) along with the Corporate Debtor

We further undertake that the information furnished by us in this EoI and Annexures is true, correct, complete, and accurate. Based on this information we understand you would be able to evaluate our preliminary proposal in order to qualify for the above-mentioned proposal. Further, we agree and acknowledge that:

- (a) the EoI will be evaluated by the Resolution Professional (“RP”) (on behalf of the Committee of Creditors (“CoC”) of SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED based on the information provided in the Annexures and attached documents to determine whether we qualify to submit a proposal for the proposed transaction;
- (b) the RP/ CoC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the proposal and may reject the EoI submitted by us without assigning any reason/without any liability whatsoever;
- (c) the RP/ CoC reserve the right to request for additional information or clarification(s) from us for the purposes of the EoI and we shall promptly comply with such requirements. Failure to satisfy the queries of RP/ CoC may lead to rejection of our submission pursuant to EoI;
- (d) Meeting the qualification criteria set out in EoI alone does not

automatically entitle us to participate in the next stage of the process.

- (e) We will continue to meet the eligibility criteria throughout the bid process, and any material adverse change affecting the consortium members ability to perform in consortium shall be intimated immediately;
- (f) In case of consortium, we would comply with the eligibility criteria pertaining to equity holding.
- (g) We are not an ineligible person in terms of provisions of Section 29A of the IBC. We are a 'fit and proper' person and not under any legal disability to be a promoter entity of the Company under the applicable laws including listing agreements, stock exchange requirements and SEBI regulations and guidelines.

Yours Sincerely,

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

Signature:

Name of Signatory:

Designation:

Company Seal/Stamp

1: In case of Consortium Applicant the EoI shall be signed by each member.

2: The person signing the EoI and other supporting documents should be an authorized signatory supported by necessary board resolutions/ authorization letter.

Enclosures:

- **Annexure B: Supporting documents to be attached with EoI**
- **Annexure C: Affidavit under Section 29A of IBC**
- **Annexure D: Format of Undertaking for Equity Participation in case of a Consortium**
- **Annexure E: Format of Undertaking**
- **Annexure F: Format of Confidentiality Undertaking**
- **Annexure G: Details of Potential Resolution Applicant**

- **Board Resolution / letter of authority / power of attorney, as the case may be, authorizing the signatory to sign and submit the EOI documents.**
- **Furnish further information or documents to the RP as may be reasonably required to verify that the applicant meets the criteria set out in the EOI.**

ANNEXURE- B

Supporting Documents to be attached with EOI

- For all Bidders: Cover letter on the letter head of the company/ Body Corporate/ Financial institutions/ Lead Member being the expression of interest with business profile.
- Certificate from Chartered Accountant certifying net worth as at end of last financial year.
- Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA)
- For Body Corporates: Audited financial statements for the previous three financial years i.e., as on Mar' 2022, Mar'2023 and Mar' 2024
- For Individuals: Income Tax Returns for the last two financial years i.e., FY 2022-23 and FY 2023-2024.
- For Financial Institutions/ Funds/ Trusts/ PE investors: "AUM or Committed funds certificate" from an independent reputed CA firm or their statutory auditors or equivalent (for jurisdictions outside India) along with supporting documents
- KYC Documents of Applicant along with Partners/Directors in case of Company/ LLP

ANNEXURE C

SECTION 29A of IBC

Sec 29A Undertaking has to be in the form of an affidavit on a stamp paper of appropriate amount as per the stamp act applicable to the state of execution duly notarized.

I / We, _____ aged _____ residing at _____
_____ the director / partner / proprietor of M/s _____ having registered office at _____ solemnly affirm and declare on oath under Section 29A of the Code as follows:

Without prejudice to the generality of the foregoing, I / we hereby unconditionally affirm and declare as follows:

1. We are not disqualified from submitting a resolution plan in respect of the Corporate Debtor under the Code and rules and regulations framed thereunder, each, as amended from time to time;
2. We hereby state, submit and declare that neither the Prospective Resolution Applicant nor any other person acting jointly or in concert with us:
 - 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;
 - c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, 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 at least a period of one year has lapsed from the date of such classification

till the date of commencement of the corporate insolvency resolution process of the corporate debtor.

Note:

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan:

Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

Explanation I- For the purposes of this proviso, 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.

Explanation II.— For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset and such account was acquired pursuant to a prior resolution plan approved under the Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under the Code;

d) has been convicted for any offence punishable with imprisonment –

I. for two years or more under any Act specified under the Twelfth Schedule of the Code; or

II. for seven years or more under any law for the time being in force:

Note:

Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment:

Provided further that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I.

- e) Is disqualified to act as a director under Companies Act, 2013;

Note:

Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I.

- f) Is prohibited by the Securities Exchange Board of India from trading in securities or accessing the securities market;

- g) Has been a promoter or in the management or control of the Company in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under the Code;

Note:

Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

- h) has executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part
- i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or

j) has a connected person not eligible under clauses (a) to (i).

Note:

Explanation I — 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;

Explanation II—For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely: —

a) a scheduled bank;

b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities

Commissions Multilateral Memorandum of Understanding;

- c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);*
- d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);*
- e) an Alternate Investment Fund registered with Securities and Exchange Board of India;*
- f) such categories of persons as may be notified by the Central Government.*

Signature

Stamp

Notary

Annexure- D
Undertaking

**(To be executed on stamp paper, duly
notarized)**

To,

Dear Sir,

SUBJECT: UNDERTAKING FOR EQUITY PARTICIPATION

This is in relation to the corporate insolvency resolution process of SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED. In response to the public advertisement dated **15th June, 2024 (& on 01.07.2024 for extension of last date)** (“**Advertisement**”) inviting expressions of interest (EoI) for submission of resolution plans (“**Resolution Plan**”) for the Corporate Debtor (or any of its asset clusters) undergoing corporate insolvency resolution process as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“**IBC**”), we have submitted an EoI as a consortium. The members of the consortium are as follows:

[Insert names of the members of the consortium and indicate the lead member]

As required in terms of the EoI, we agree and undertake that equity participation in the consortium. We further agree and undertake that all the members of the consortium shall be jointly and severally responsible for compliance with the terms of the invitation for submission of EoI, the request for resolution plan and the resolution plan submitted by the consortium.

SIGNED AND DELIVERED by [insert]

ANNEXURE E

FORMAT OF UNDERTAKING

(to be signed by each investor separately as well in

**case of joint investors in addition to Joint undertaking on stamp paper
of ₹100 duly notarized)**

To,

SSARVI Resolution Services LLP

Resolution Professional (“RP”)

In the matter of SUPREME TRANSPORT

ORGANISATION PRIVATE LIMITED

Address for correspondence:

B610, BSEL Tech Park,

Sector-30A, Opposite Vashi Railway

Station, Vashi -400705, Navi Mumbai

Regd. Email: ipprashantjain@gmail.com

Correspondence Email: supremetransportorg.cirp@gmail.com

Subject: Undertaking in relation to submission of the EoI for SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED (“COMPANY”)/CLUSTER (SPECIFY THE CLUSTER)/ CLUSTER ALONG WITH SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED (“COMPANY”), currently undergoing Corporate Insolvency Resolution Process (“CIRP”)

Dear Sir,

In respect of the expression of interest (“**EoI**”) submitted by us for submission of a resolution plan (“**Resolution Plan**”) for the Company, we hereby confirm, represent,

warrant and undertake that: we have understood the eligibility and other criteria mentioned in the Invitation for submission of EoI issued by the Resolution Professional of the Company on -----

-----;

- (a) We meet the necessary threshold and criteria mentioned in the EoI;
- (b) We, including any connected persons of ours, singly or jointly, are not ineligible or disqualified in terms of provisions of Section 29A of the Code as amended till date;
- (c) The Investment in the Corporate Debtor shall be made by us on an “as in, where is” basis and the Resolution Professional or the COC will not be providing any representations or warranties for the Corporate Debtor;
- (d) Neither we nor any of our representatives shall have any claims whatsoever against the 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 EoI;
- (e) No oral conversations or agreements with the Resolution Professional or any official, agent or employee of the Resolution Professional, or any member of the COC shall affect or modify any terms of this EoI;
- (f) The Resolution Professional shall be entitled to reject the EoI submitted after the last date prescribed by the Resolution Professional;
- (g) If, at any time after the submission of this EOI, we become 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 Resolution Professional and the COC;
- (h) All information and records provided by us to the Resolution Professional in EoI or otherwise are correct, accurate, complete and true and no such information, data or

statement provided by us is inaccurate or misleading in any manner. 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.

- (i) Further, we agree and acknowledge that we shall maintain confidentiality of the information and 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 sub-section (2) of section 29.
- (j) We acknowledge that in case any information/record provided by us is false, incorrect, inaccurate or misleading, we shall become ineligible to submit the Resolution Plan and we shall also attract penal action under the Code.

Yours Sincerely,

On behalf of [*name of the entity submitting the EoI*]

Signature: _____

Name of Signatory:

Designation:

Company

Seal/Stamp

NOTE:

- (a) The Undertaking should be stamped on a stamp paper of INR 100 only duly notarized.
- (b) The person signing the Undertaking should be authorized signatory supported by necessary board resolutions/authorization letter/power of attorney.

ANNEXURE F

FORMAT OF CONFIDENTIALITY UNDERTAKING (Stamp paper of ₹100)

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made on this ____ day of _____ 20__

by and between:

SSARVI Resolution Services LLP (through its partner and authorized signatory Prashant Jain) being a registered insolvency professional with IP Registration No.: IBBI/IPE-0144/IPA-1/2022-23/50008, appointed as the Resolution Professional (“**Disclosing Party/RP**”) of – **SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED** (or “**Company**”), a company incorporated under the Companies Act, 1956 having its registered office at 5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), MUMBAI - 400059, MAHARASHTRA which is undergoing corporate insolvency resolution process (“**CIRP**”) under the provisions of the Insolvency and Bankruptcy Code, 2016 (“**Code**”) and its applicable regulations, as amended from time to time, 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 and the Recipient/Resolution Applicant hereinafter also referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:

A. Pursuant to an invitation for expressions of interest dated **15th June, 2024**, the
RP

had invited expressions of interest (“**EoI**”) from potential resolution applicants for the purpose of submission of resolution plans for the **Company (or any of its asset clusters)** in accordance with the provisions of the Code. The Resolution Applicant, has accordingly, submitted its EoI to the RP on_____.

B. The Resolution Applicant proposes to submit a resolution plan in respect of the **Company (or any of its asset clusters)** (“**Resolution Plan**”) to the 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 IRP with respect to such information provided.

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 Agreement 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 AGREEMENT 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. 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, corporate, organization, management, strategic initiatives and plans, policies and reports, financial position of the Company;

- (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) the Information Memorandum in respect of the Company prepared under the provisions of the Code by the RP and information contained in VDR;
- (viii) contents of its Resolution Plan;
- (ix) particulars of any negotiations conducted with the Committee of Creditors on its Resolution Plan; and
- (x) 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.

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 Agreement. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the Representatives would not discharge the Recipient from its confidentiality obligations under this Agreement. 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 Agreement by the Recipient. For the purposes of this Agreement, 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 of care to protect the Confidential Information as the Recipient uses to protect its 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 Agreement as per Clause 10 below; or (c) a 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 in accordance with the directives of the Disclosing Party, 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;
- (viii) it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement 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 Agreement;

- (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.
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 Agreement 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 Agreement from another source not under any obligation of confidentiality to the provider; or
 - (iv) 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 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 Agreement 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 Agreement 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 Disclosing Party makes no representation, warranty or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information 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 Agreement 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 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, by the Recipient and/or its Representatives.
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 Agreement 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 Agreement (including under the indemnity Clause 8 above) shall survive the termination of this Agreement.

11. 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

: CA Prashant Jain (Partner and Authorized Signatory of SSARVI Resolution Services LLP).

B610, BSEL Tech Park,
Sector-30A, Opposite
Vashi Railway Station,
Vashi -400705, Navi
Mumbai

Regd. **Email:** ipprashantjain@gmail.com
ssarviresolution@gmail.com

Correspondence Email: supremetransportorg.cirp@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.

12. If any provision of this Agreement 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 Agreement 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 Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.

13. No amendments, changes or modifications of any provision of this Agreement shall be valid unless made by a written instrument signed by a duly authorized representative of each of the Parties.

14. 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.

15. Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other Party.

16. This Agreement 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.

17. This Agreement comprises the full and complete agreement 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.

18. 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 Agreement 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.

19. This Agreement 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 authorized representatives to set their hands the day and year first above written.

Signed by/

for and on behalf of

the Disclosing Party/RP

Name:

Designation:

in the presence of

Name:

Designation:

Signed by

for and on behalf of

the Recipient/Resolution Applicant

Name:

Designation

:

in the presence of

Name:

Designation:

Annexure G

Details of Potential 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/ sole individual:
- b. Address:
- c. Telephone No:
- d. Fax:
- e. Email:

2. Name and Address (with proof) of the firm/company/organization/sole individual

3. Date of Establishment/ Date of Birth (for sole individual):

4. Core Area of Expertise:

5. Contact Person:

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

6. Company/FI Profile:

Company Financial Profile (consolidated / standalone as applicable):

(INR in Crores)

Company profile	Private/ Public Limited Company, LLP, Body Corporate, NBFC whether incorporated in India or		Financial Institutions (FI)/ Funds / Private Equity (PE) Investors/ Any other applicant
As at 31 Mar —	TNW	AUM	Net Worth
As at 31 Mar —	TNW	AUM and Committed Funds	Net Worth

7. Option under which EOI is submitted (and in case of Option 2 specify the cluster).