

**INVITATION FOR EXPRESSION OF INTEREST(EOI) TO SUBMIT RESOLUTION PLAN FOR  
MELSTAR INFORMATION TECHNOLOGIES LIMITED**

**1. BACKGROUND:**

Melstar Information Technologies Ltd (MITL) was incorporated on 12th August, 1986. The present Directors are Mr. Anant Satish Pathak and Mr. Sirish Kumar Sahoo. The Company is in the business of Information Technology.

At present, MITL is undergoing a Corporate Insolvency Resolution Process ("CIRP") in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 ("IBC"). The CIRP of MITL was initiated, by an Order dated 01<sup>st</sup> October, 2019 of Honourable National Company Law Tribunal ("NCLT"), Mumbai Bench. NCLT appointed Mr. Neehal M Pathan as Interim Resolution Professional ("IRP") for supervising the CIRP of MITL and his appointment as Resolution Professional ("RP") was confirmed by the Committee of Creditors ("CoC") subsequently. The RP has constituted the CoC in accordance with the provisions of IBC and as per directions of the CoC is inviting the Expression of Interest ("EOI") from Potential Resolution Applicants ("RA") to submit the Resolution Plan.

It is clarified that the Bid Process document detailing the procedure for submitting resolution plan, criteria for evaluation of bids, etc. shall be disclosed after scrutiny of EOI's submitted by RAs.

**2. SUBMISSION OF EOI:**

The RA submitting the EOI should meet the Eligibility Criteria as set out in "**Annexure – A**" hereto. EOI shall be submitted in the prescribed format as set out in "**Annexure – B**" hereto along with the supporting documents as set out in "**Annexure – C**", "**Annexure – D**" and the details of RA as set out in "**Annexure – E**" hereto.

EOI in the prescribed format with annexures is required to reach in a sealed envelope at below mentioned address through speed post / registered post or by hand delivery on or before January 20, 2020. The sealed envelope should be super scribed as "Expression of Interest for Melstar Information Technologies Limited " in the name of Neehal M Pathan, 5<sup>th</sup> Floor, 159, Industry House, Churchgate Reclamation, Mumbai 400 020, Maharashtra, India.

A soft copy of EOI along with annexure stated above also is required to be mailed to irpneehal.melstar@gmail.com.

**3. EMD:**

Along with EOI, RA shall submit a demand draft in the name of "Melstar information Technologies Limited" payable at Mumbai INR 5 lakhs (Rupees Five Lakhs Only) towards Earnest Money Deposit. The above demand draft will be returned to RA within Seven days from submission of Resolution Plan in case RA is not declared as Prospective Resolution Applicant. If the RA decides not to participate for submission of Resolution plan, then it would be returned within Seven days from request for return of DD from such applicant any time during the due diligence process.

**4. LAST DATE AND TIME OF SUBMISSION OF EOI:**

- i. The last date for submission of EOI is **18.00 hours on 20<sup>th</sup> January, 2020**
- ii. All the EOIs received on or before the last date will be reviewed by the RP and CoC. The Bid Process Memorandum containing the evaluation matrix and terms and conditions of submitting a Resolution Plan would be issued to the shortlisted RAs pursuant thereto.
- iii. Execution of NDA by Prospective Resolution Applicant in accordance with the provision of the Code.
- iv. The COC /RP reserves the right to cancel or extend or modify the process and /or reject /disqualify any RA /Eoi /bid / offer at any stage of the bid process without assigning any reason and without any liability.
- v. Access to the Information Memorandum ("**IM**"), Virtual Data Room ("**VDR**") for due diligence and other relevant information will be provided to the qualified and shortlisted RA after receiving a confidentiality undertaking as per section 29(2) of the IBC. The confidentiality undertaking to be submitted by the RA is set out in "**Annexure – F**" hereto.
- vi. RA to this invitation should satisfy the conditions as specified under section 29A of IBC. The declaration to be submitted by RA under section 29A of IBC is set out in "**Annexure –G**" hereto.
- vii. For any clarifications, please write to: **rirpnehal.melstar@gmail.com**

**5. NOTES AND OTHER TERMS AND CONDITIONS:**

- i. The Invitation for EOI is not an offer or invitation for sale or the solicitation of an offer to buy, purchase or subscribe to any securities, if any, of MITL.
- ii. The CoC / RP reserve the right to withdraw EOI and/or cancel the Resolution Plan process at any stage. Mere submission of the EOI shall not create any rights in favour of the RA and the decision of the CoC / RP regarding the resolution plan process shall be final and binding on all parties. The CoC / RP further reserves the right to (a) amend, extend, vary or modify the terms and conditions regarding submission of Resolution plan, including but not limited to the Evaluation Matrix, timelines regarding submission of Resolution Plans; and (b) disqualify and/or reject any RA at any stage of the bid process without assigning any reason whatsoever and without any liability, including any tortious liability.
- iii. Amendments /Clarifications /Information regarding extension, if any, of time for submission of EOI shall be uploaded on the Company's website. All interested parties should visit website ([www.melstar.com](http://www.melstar.com)) to keep themselves updated regarding the same.
- iv. No agreements with RP or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the RP or MITL or any member of the CoC or verbal communication by them shall affect or modify any terms of this EOI.

- v. No claims against the RP or MITL or any member of the CoC or any of their official, representative, affiliates, associate, advisor, agent, director, partner or employee would arise out of this EOI.
- vi. By submitting a proposal, each RA shall be deemed to acknowledge that it has carefully read the entire EOI, its terms and conditions and has fully informed itself as to all existing conditions and limitations.

Sd/-

Neehal M. Pathan

Resolution Professional for

Melstar Information Technologies Limited

Registration No. IBBI/IPA-001/IP-P01561/2018-19/12406 E-

mail: [ca.neehal@gmail.com](mailto:ca.neehal@gmail.com)/[irpneehal.melstar@gmail.com](mailto:irpneehal.melstar@gmail.com)

**Place:** Mumbai

**Date:** January 05, 2020

**Attachments:** Annexure – A to Annexure - G

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**"ANNEXURE – A"**

**ELIGIBILITY CRITERIA**

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The eligibility criteria for submission of resolution plan for MITL are as follows:

- (a) Any person including a private limited company or a public limited company registered under the Companies Act 1956 or 2013, Limited Liability Partnership ("**LLP**") or SEBI registered Alternative Investment Fund ("**AIF**") or a company incorporated outside India, which is eligible to invest in India under the laws of India either as a sole resolution applicant or in consortium.
- (b) Potential Resolution Applicant's competence and capability are proposed to be established broadly by the following parameters:
  - 1. Financial Capacity
  - 2. Provisions of section 29A of IBC

1. Financial Capacity Eligibility Criteria:

- Earnest Money Deposit EMD :

For all type of entities the EMD amount of Rs.5.00 Lakhs (Rupees Five Lakhs Only) in the form of Demand Draft payable at Mumbai has to be submitted along with EOI.

2. Provisions of section 29A of IBC

Potential Resolution Applicant must be eligible to submit Resolution Plan in accordance with provision of Section 29A of IBC as it stands after amendment dated August 17, 2018. For this purpose, the Potential Resolution Applicant should give "**Annexure – G**" declaration supported by affidavit as set out in hereto stating that it does not suffer from any disqualification provided in Section 29A of the IBC. In case of Resolution Applicants submitting the Resolution Plan jointly, 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) may submit a resolution plan, provided that it undertakes that it will 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 1 (one) day before the last day of submission of resolution plan.

Exchange Rate:

For the purpose of evaluation of the EOI, the exchange rate to be used for conversion into INR (Indian Rupees) shall be RBI Reference rate on the last working day that precedes the date of the EOI.

**“ANNEXURE – B”  
FORMAT OF EXPRESSION OF INTEREST (EOI)**

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To  
Mr. Neehal M Pathan  
Resolution Professional (RP) for  
Melstar Information Technologies Limited  
5<sup>th</sup> Floor, 159, Industry House,  
Churchgate Reclamation, Mumbai 400 020  
Maharashtra, India

Subject: Expression of Interest (“**EOI**”) for Melstar Information Technologies Ltd.(“**MITL**”)

Dear Sir,

In response to your public advertisement in Free Press Journal and Navshakati Mumbai Edition on the January 05, 2020, inviting EOIs to submit the Resolution Plan for MITL, we hereby submit our EOI.

We have attached the supporting documents required to be submitted with EOI as published on the <http://www.melstar.com/>.

The information furnished by us in this EOI is true, correct and accurate to the best of our knowledge and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit and attract penal action under the IBC code.

We understand that based on this information you and Committee of Creditors (“**CoC**”) of MITL would be able to review and evaluate our EOI for submitting the Resolution Plan for MITL.

We understand that the RP/ CoC reserve the right to request for additional information or clarification from us for the purposes of the EOI and /or for any compliance under IBC and we shall comply with the same immediately without any delay. Failure to satisfy the queries of the RP/ the CoC may lead to rejection of our submission pursuant to EOI.

We however, understand that Mr. Neehal M Pathan, RP for MITL and the CoC of MITL will reserve their right to decide whether or not we are eligible for submitting the Resolution plan for MITL without disclosing any reason whatsoever and without any liability.

We confirm that the signatory to this annexure is authorised and competent person as per the constitutional document of the RA.

Thanking you,

Yours truly,

On behalf of the firm/company/organization:

Signature:

Name of signatory:

Designation:

Company Seal/stamp

Place:

Date:

Enclosures: Annexures

**"ANNEXURE – C"**

**SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED WITH EOI**

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1. Profile of Resolution Applicant
2. **Legal Documents:** Board resolution for authorised signatory on behalf of RA, Copies of Certificate of Registration / Incorporation and Constitutional Documents (Memorandum and Articles of Association, etc.) of Resolution Applicant and information / details required as per Regulation 38(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2017.
3. **For Financial Capability:** Certified true copies of Audited financial statements of immediately preceding 3 (three) years of RA and / or its promoter / promoter group or any other group company as per eligibility criteria.
4. A notarized declaration from RA 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 RA shall provide all relevant documents for its promoter / promoter group or any other group company, if required to meet the eligibility criteria.
5. Any other documents / information which Potential Resolution Applicant finds necessary to share or as may be notified by the RP from time to time.

“ANNEXURE – D”<sup>1</sup>

QUALIFICATION CERTIFICATE

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**(On the Letterhead of the Entity Issuing the Certificate)**

Date:

To,  
Mr. Neehal M Pathan  
Resolution Professional (RP) for  
Melstar Information Technologies Limited  
5<sup>th</sup> Floor, 159, Industry House,  
Churchgate Reclamation  
Mumbai 400 020  
Maharashtra, India

This is in relation to the ‘Qualification Certificate’ to be submitted as part of the documents required to be provided as part of the ‘Expression of Interest’, in relation to the advertisement dated January 05, 2020 (*Invitation for Expressions of Interest to submit resolution plan for MELSTAR INFORMATION TECHNOLOGIES LIMITED*).

We the [*insert name of the issuing entity*] do hereby certify that [*insert name of the relevant entity*] (“**Interested Party**”) incorporated in \**insert jurisdiction of incorporation of entity*] having their Registered office at [*insert registered address of the entity*+ (“**Company**”)]<sup>1</sup> confirm that:

- (i) The Interested Party is a [*Body Corporate or Financial Institutions/Funds/PE Investor – to be changed as applicable*] and therefore the applicable Eligibility Criteria for consideration is as set out in paragraph [*to be changed as applicable*] of the Instruction to Parties Submitting Expressions of Interest in furtherance of Advertisement dated January 05, 2020 for Melstar Information Technologies Limited.
- (ii) With respect to the aforesaid, the Interested Party satisfies the Eligibility Criteria in the following manner:

[*insert details evidencing manner of satisfaction (and clearly listing deviations, if any) of the Eligibility Criteria*].

For [Entity Name]<sup>2</sup>  
Authorized Signatory

<sup>1</sup>Note: In case of joint EoIs, the details set out below are to be provided for each of the entities / groups submitting each joint Eoi.

<sup>2</sup>To be provided by the bank or statutory auditor or chartered accountant or company secretary or equivalent in the jurisdiction of incorporation of the Company.

**"ANNEXURE – E"**

**DETAILS OF POTENTIAL RESOLUTION APPLICANT**

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**1. Name and address:**

Name:  
Address (with proof):  
Telephone No.:  
Fax No.:  
Email:

**2. Name and address (with proof) of the Firm / Company / Organization:**

**3. Date of establishment of Resolution Applicant / Promoter Group and copies of documents:**

**4. Core area of expertise of Resolution Applicant:**

**5. Contact Person:**

Name:  
Designation:  
Telephone No:  
Mobile No.:  
Email:

**6. PAN No. and / or CIN No. and / or Aadhaar No. or equivalent details of Resolution Applicant and copies of documents:**

**7. Company / FI Profile:**

- (i) Company Financial Profile (consolidated / standalone as applicable)

(Note: The Company profile should necessarily include tangible net worth and revenue numbers of the preceding three years. Where the entity submitting the EOI is a financial investor / fund entity, please provide details pertaining to "assets under management" and / or "committed funds" for the preceding 3 (three) years or the committed funds available as on 31 March 2018 for investment. Further the fulfilment of eligibility criteria must be clearly identified / certified herein)

- (ii) Experience of the Company in the relevant sector(s).

- (iii) History if any, of the Company or affiliates of the Company being declared a 'wilful defaulter' or 'non-cooperative borrower' or 'non-impaired asset' or 'non-performing asset'.

(Note: In case of consortium, the details set out above are to be provided for each of the member of the consortium)



**"ANNEXURE – F"**

**CONFIDENTIALITY UNDERTAKING**

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**(To be executed on stamp paper)**

To  
Mr. Neehal M Pathan  
Resolution Professional (RP) for  
Melstar Information Technologies Limited  
5<sup>th</sup> Floor, 159, Industry House,  
Churchgate Reclamation  
Mumbai 400 020  
Maharashtra, India

Dear Sir,

**SUBJECT: UNDERTAKING UNDER SECTION 29 OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016 (IBC) AND REGULATION 36(4) OF THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS) REGULATIONS, 2016 (CIRP REGULATIONS) TO MAINTAIN CONFIDENTIALITY**

1. Corporate Insolvency Resolution Process ("**CIRP**") has been initiated for Melstar Information Technologies Limited ("**MITL**" or "**Corporate Debtor**") as per the provisions of Insolvency and Bankruptcy Code 2016 ("**IBC**"), by an order of National Company Law Tribunal ("**NCLT**") Mumbai Bench vide Order CP (IB) No. 2839/NCLT/MB/2018 dated October 01<sup>st</sup>, 2019. Vide the same Order, Mr. Neehal M Pathan, Insolvency Professional ("**IP**") was appointed as Interim Resolution Professional ("**IRP**") and he was subsequently appointed as Resolution Professional ("**RP**") for Melstar Information Technologies Ltd. by the Committee of Creditors ("**CoC**") of MITL.
2. It is the duty of the Resolution Professional under the IBC to prepare an Information Memorandum ("**IM**") of the corporate debtor, in this case, MITL, and invite the potential / prospective resolution applicants to submit resolution plan (s).

I/We hereby declare and undertake as under:

1. Pursuant to the invitation by the Resolution Professional to prospective resolution applicants to submit resolution plans, we are interested in submitting a resolution plan (bid / proposal) to the resolution Professional.
2. We require a copy of the IM of MITL and other relevant Information/ additional information in physical/electronic form, relating to MITL to enable us to submit a resolution plan for MITL by us, either directly or through our affiliates ("**Transaction**"). We note, understand and acknowledge that:
  - (i) You have prepared IM of MITL in terms of Section 29 read with the relevant regulations framed under the IBC. We further note and understand that the information contained in

the IM is confidential information and can be made available to a resolution applicant only after obtaining an undertaking of confidentiality as required under Section 29 of the IBC and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**") only for the purpose of the Transaction;

- (ii) The IM has been prepared on the basis of information provided by the management of MITL and its creditors. The Resolution Professional is sharing the IM with us for information purposes only. No representation or warranty, express or implied, is given by the Resolution Professional or the advisors appointed by the Resolution Professional or any of its partners, directors, officers, affiliates, employees, advisors or agents (unless specifically mentioned under the provisions of the IBC) as to the accuracy or completeness of the contents of this IM or any other document or information supplied, or which may be supplied at any time or any opinions or projections expressed herein or therein;
  - (iii) The IM is a dynamic document and may be updated from time to time till resolution plan is approved by the committee of creditors of MITL;
  - (iv) Other additional information relating to MITL may be necessary for the Transaction;
  - (v) Any additional or supplementary information or clarification besides the IM, including those provided by way of emails or on telephone provided to us by the Resolution Professional or his team members, including legal advisors are also confidential in nature and shall be construed as a part of the IM.
3. The IM, together with any additional or supplementary information or clarification, including those provided by way of emails or on telephone by the Resolution Professional or his team members, including advisors is referred as "Confidential Information".
4. We are executing this undertaking of confidentiality to maintain confidentiality in respect of the information contained in the IM as mandated by the IBC and CIRP Regulations.
5. In terms of Section 29 of the IBC and Regulation 36 of the CIRP Regulations we agree and undertake:
- (a) To maintain confidentiality of the information as detailed in the IM and of any other information received by us and not to use such information to cause an undue gain or undue loss to yourself or any other person.
  - (b) To comply with the requirement under Section 29(2) of IBC
  - (c) In terms of Section 29(2) of the IBC, to
    - (i) Comply with provisions of law for time being in force relating to confidentiality and insider trading.
    - (ii) Protect any intellectual property and confidential information of MITL and its subsidiary company(s) we may have access to; and (mentioned in the Confidential Information).
    - (iii) Not to share this information/relevant information with any third party unless clauses (i) and (ii) above are complied with.

- (d) Except as provided herein, we will not disclose the contents of Confidential Information, as updated from time to time, to any person other than to our affiliates (including, for avoidance of any doubt, and our and their directors, officers, employees, agents or advisors (including, without limitation, financial advisors, attorneys, bankers, consultants and accountants) and potential financing sources (collectively, our "**Representatives**") who need to know such Confidential Information for the purpose of the Transaction provided, that such Representatives have been directed to comply with the confidentiality and use obligations of this undertaking in case any Confidential Information is disclosed to them. We will be solely responsible for any breach of the provisions of this undertaking of confidentiality by any of our Representatives, except for those Representatives who have a separate undertaking of confidentiality with you.
6. We accept and acknowledge that the Confidential Information has been developed or obtained by MITL through investment of significant time, effort and expense, and that the Confidential Information is valuable, special and unique asset of MITL, which provides MITL with a significant competitive advantage, and needs to be protected from improper disclosures. We further understand and accept that the information contained in the Confidential Information, as updated from time to time, cannot be used for any purpose other than for the Transaction. Accordingly, we agree and undertake to direct our Representatives to:
- a) Maintain confidentiality of the Confidential Information, as provided from time to time, and not to use such Confidential Information to cause an undue gain to us or undue loss to any other person including MITL or any of its creditors and stakeholders.
  - b) Keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating confidential information separate from its own confidential information.
  - c) Use Confidential Information solely for the purpose of transaction and not for any other purpose.
7. We hereby agree to, and, will direct our Representatives to not share the Confidential Information with any third party/person or entity except where Confidential Information:
- (a) is or becomes publicly available to us or our Representatives without breach of obligations as set out herein; or
  - (b) prior to its disclosure in connection with the Transaction was already in our or our Representatives possession; or
  - (c) prior consent by the Resolution Professional is provided for disclosure in writing; or
  - (d) Is required to be disclosed by any applicable law for the time being in force or by any applicable regulatory authority or regulation or professional standard or judicial process or not or whether the resolution plan submitted by us is placed before the committee (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process).

8. This Undertaking also applies to Confidential Information accessed through the electronic data room and supersedes any 'click through' acknowledgement or agreement associated with any such electronic data room.
9. We agree to keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertake to keep all documents and other materials reproducing or incorporating confidential information separate from its own confidential information.
10. We understand and undertake, in the event of not being shortlisted for the binding bid phase or our bid not qualifying for being placed before the committee of creditors of MITL or the committee of creditors rejecting our bid or the NCLT not approving our bid or in the event that the RP calls upon us in to do so, we shall immediately return or destroy the Confidential Information including the IM and other information provided by the RP or its representatives, without retaining a copy thereof, in electronic or any other form.
11. This undertaking of confidentiality condition shall remain valid for a period of three (3) years after it is executed, irrespective of whether we are shortlisted for the next phase of inviting binding bids or not or whether the resolution plan submitted by us is placed before the committee of creditors or not or whether it is approved by the committee of creditors or not and even after completion of the corporate insolvency resolution process.
12. We understand that if we disclose (or threaten to disclose) Confidential Information in violation of this undertaking of confidentiality, the Resolution Professional or MITL or CoC shall be entitled to pursue all available remedies including legal recourse (both, by way of damages or specific relief) to safeguard its interest under undertaking of confidentiality.

We accept and agree above terms.

On behalf of the firm/company/organization:

Signature:

Name of signatory:

Designation:

Company Seal/stamp

Place:

Date:

**"ANNEXURE – 'G'**

**DECLARATION UNDER SECTION 29A OF IBC**

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**(To be notarised on stamp paper)**

To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)

[In case of a consortium- to be submitted by each member of the consortium]

I, [name of the chairman/ managing director/ director/ authorized person of resolution applicant authorized by the board of directors of the Applicant for giving such affidavit+, son of \*•+, aged about \*•+ years, currently residing at \*Address to be inserted+ and having Aadhaar/ Passport number\*•+, on behalf of \*name of the Applicant+ having registered office at \*•+ ("Applicant"), do solemnly affirm and state to the committee of creditors ("CoC") of Melstar Information Technologies Ltd. ("Corporate Debtor") and Mr. Neehal M Pathan, the resolution professional of the Corporate Debtor ("RP") as follows:

1. That I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the 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 the Applicant is not in-eligible to submit the resolution plan for the Corporate Debtor under Section 29 A of the Insolvency and Bankruptcy Code, 2016, as amended from time to time ("Code").
3. That neither the Applicant nor any person acting jointly or in concert with the Applicant:
  - (a) is an undischarged insolvent;
  - (b) is a wilful 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 1 (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: If the aforesaid disqualification is not applicable to you under any proviso to Section 29A (c), please explain why.]

- (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: If the aforesaid disqualification is not applicable to you under any proviso to Section 29A (d), please explain why.]

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

[Note: If the aforesaid disqualification is not applicable to you under any proviso to Section 29A (e), please explain why.]

(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 a 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: If the aforesaid disqualification is not applicable to you under any proviso to Section 29A (g), please explain why.]

(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 part;

(i) is subject to any disability, corresponding to clauses (a) to (h) above, under any law in a jurisdiction outside India; or

(j) has a connected person not eligible under clauses (a) to (i), where 'connected person' means (i) any person who is the promoter or in the management or control of the 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 (j)(i) and (j)(ii). [Note: In case this provision does not apply to you, please explain why.]

4. That the Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code (read with the relevant rules and regulations framed thereunder) to submit a resolution plan and it shall provide all documents, representations and information as may be required by the RP and/or the CoC to substantiate that the Applicant is eligible under the Code to submit a resolution plan in respect of the Corporate Debtor.

5. That the Applicant unconditionally and irrevocably represents, warrants and confirms that it has submitted a list of its connected persons along with the details of each such connected person to the CoC and the RP, and no information regarding any connected person has been concealed by the Applicant.

6. That the Applicant fulfills the eligibility criteria set out in the expression of interest process memorandum dated [insert date of process memorandum].
7. That the 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 affidavit.
8. That the Applicant understands that the RP, the CoC and their advisors may evaluate the resolution plan to be submitted by the 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 Applicant under this affidavit and the request for resolution plan dated [insert date of the request for resolution plan issued by the RP].
9. If, at any time after the submission of this affidavit and before the approval of the Applicant's resolution plan by the Adjudicating Authority under the Code, the Applicant or any connected person of the 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.

Solemnly affirmed at \*●+

on the \*●+ day of \*●+ 2020

**Before me,**

**DEPONENT**

**Notary**