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**DETAILED EXPRESSION OF INTEREST**

IN THE MATTER OF

**MERCATOR PETROLEUM LIMITED**

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**Invitation for Expression of Interest to submit Resolution Plan(s) pursuant to Regulation 36A of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations,2016.**

*Issued by:-*

**CS Pinkush Jaiswal, Resolution Professional**

**Email: irp.mpl@gmail.com**

**IBBI Registration no: IBBI/IPA-002/IP-N00452/2017-2018/11409**

**IBBI Registered E Mail: fcspinkush@gmail.com**

## DISCLAIMER

*This Invitation for Expression of Interest to submit Resolution Plan(s) (hereinafter referred as **Invitation**) is issued by Ms. Pinkush Jaiswal, Insolvency Professional, having registration no: IBBI/IPA-002/IP-N00452/2017-2018/11409, appointed as the Interim resolution professional and continuing and (hereinafter referred to as **RP**) of **Mercator Petroleum Limited (Corporate Debtor)**, acting on the instructions of Committee of Creditors (**CoC**) of the Corporate Debtor for general information purposes only, without regard to any specific objectives, suitability, financial situations and needs of any particular person.*

*This document does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or as a prospectus, offering circular or offering memorandum or an offer to sell or issue or the solicitation of an offer to buy or acquire securities or assets of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. No part of this Invitation, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever. Nothing in this document is intended by the RP to be construed as legal, accounting, financial, regulatory or tax advice. It is hereby clarified that if any resolution plan (or the terms thereof) which is received by the RP is not pursuant to or in accordance with the provisions of this Invitation and/or such plan is not in accordance with the terms and conditions set out in this Invitation, then such resolution plan may not be considered eligible for evaluation by the CoC. By accepting this Invitation, the recipient acknowledges and agrees to the terms set out in this Invitation. This document is personal and specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India.*

*This document is neither an agreement nor an offer by the resolution professional or the members of CoC to the resolution applicant(s) or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in submission of Expression of Interest to submit the resolution plan with respect to the Corporate Debtor.*

*Recipients of the data / information are suggested to exercise their own judgment and verify facts and*

*information before taking any decision without any recourse to the RP or any of the professionals engaged by the RP. The RP is not in a position to evaluate the reliability or completeness of the information obtained. Accordingly, the RP cannot express opinion or any other form of assurance on the historical or prospective financial statements, management representations or other data of the Corporate Debtor included in or underlying the accompanying information.*

*No statement, fact, information (whether current or historical) or opinion contained herein or as part of the inviting and accepting Expression of Interest should be construed as a representation or warranty, express or implied, of the Resolution Professional or the Corporate Debtor or the members of CoC (or their advisors); and none of the Resolution Professional, Corporate Debtor, the members of the CoC (including their advisors) or any other persons/entities shall be held liable for the authenticity, correctness or completeness of any such statements, facts or opinions and any such liability is expressly disclaimed. This document has not been approved and will or may not be filed, registered or reviewed or approved by any statutory or regulatory authority in India. This document may not be all inclusive and may not contain all of the information that the recipient may consider material. The recipient acknowledges that it will be solely responsible for its own assessment of the market and the market position of the Corporate Debtor and that it will conduct its own analysis and be solely responsible for forming its own view of the potential future performance of the business of the Corporate Debtor.*

*The recipient, must not use any information disclosed to it as part of this Invitation or otherwise to cause an undue gain or undue loss to itself or any other person. The recipient must comply with its confidentiality obligations as outlined here and insider trading laws, if applicable, and agrees to protect all intellectual property of the Corporate Debtor, whether registered or otherwise, it may have access to and will not share or disclose any confidential information with third parties.*

*By accepting this document, the recipient accepts the terms of this disclaimer notice, which forms an integral part of this document and the terms of this document. Further, no person shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or*

*suffered on account of anything contained in this document, the documents / information provided otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this document and as stated above and any assessment, assumption, statement or information contained therein or deemed to form part of this document, and the Resolution Professional, the Corporate Debtor, members of CoC and their advisors, affiliates, directors, employees, agents and other representatives do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is expressly disclaimed.*

*The issue of this document does not imply that the RP or the members of CoC are bound to select an applicant as a successful/shortlisted prospective resolution applicant// post submission of Expression of Interest. This document is neither assignable nor transferable by a resolution applicant.*

*Each applicant shall bear all its costs associated with or relating to the preparation and submission of its Expression of Interest, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Resolution Professional or CoC or any other costs incurred in connection with or relating to its Expression of Interest.*

*This document and information contained herein or disclosed pursuant to the terms of this document or any part of such information do not constitute or purport to constitute any advice or information in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed or published by the recipient without prior written approval from the Resolution Professional.*

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## **MERCATOR PETROLEUM LIMITED**

### **Invitation for Expressions of Interest to submit Resolution Plan pursuant to Regulation 36A of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016**

M/s. Mercator Petroleum Limited ( "Corporate Debtor") was incorporated on 04/05/2007 with Registrar of Companies, Mumbai. The Company is a subsidiary of Mercator Limited, a Listed Company. The Company is in the business of exploration of oil and gas.

On an application for Corporate Insolvency Resolution Process filed by Operational Creditor under Section 8 and 9 of the Insolvency and Bankruptcy Code, 2016 Hon'ble National Company Law Tribunal vide order dated 31.08.2020, admitted the application and initiated Corporate Insolvency Resolution Process (CIRP) in respect of Corporate Debtor.

Ms. Pinkush Jaiswal Insolvency Professional was appointed as Interim Resolution Professional (IRP) by Hon'ble National Company Law Tribunal vide order dated 31.08.2020, in accordance with Section 16 of The Insolvency Bankruptcy Code, 2016 (Code), which came to knowledge of IRP on 07.09.2020. The CoC in its first meeting held on 05-10-2020 requested the IRP to continue till further decision. The IRP is accordingly carrying out the functions of Resolution Professional of the Corporate Debtor. Thereafter the COC at its meeting held on 5<sup>th</sup> April 2022, confirmed the appointment and continuation of the IRP as RP.

The Committee of Creditors ("CoC") through Resolution Professional ("RP") is in the process of identifying prospective Resolution Applicant(s) for Mercator Petroleum Limited.

Pursuant to the provisions of section 25(2)(h) of IBC read with Regulation 36A of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016 ("**CIRP Regulations**"), brief particulars of the invitation for expression of interest ("EOI") in Form G was published on 14-11-2020 to invite for submission of Expression of Interest from interested and eligible Prospective Resolution Applicants ("**PRA**").

Subsequently the COC in its meeting held on 13<sup>th</sup> April 2022 approved issuance of fresh Form G, which was published in newspapers on 15<sup>th</sup> April 2022.

Pursuant to the provisions of section 25(2)(h) of IBC read with Regulation 36A of CIRP Regulations this detailed Invitation (“**Invitation**”) to Form G is issued by the undersigned.

The interested parties shall submit the EOI by email to RP on [IRP.MPL@GMAIL.COM](mailto:IRP.MPL@GMAIL.COM) with subject “submission of EOI-MERCATOR PETROLEUM LTD”.

The eligibility criteria, detailed terms and conditions, format for submission of the EOI and format of Confidentiality Undertaking is provided herewith the detailed Invitation for EOI.

Post receipt of EOI, access to Virtual Data Room will be provided to the shortlisted applicants after receipt of confidentiality undertaking as per section 29(2) of the IBC, at the sole discretion of Resolution Professional / Committee of Creditors.

All the EOI(s) received will be reviewed by the Resolution Professional as well as the CoC and thereafter further information/documents related to the process will be provided to the shortlisted parties. It is clarified that the PRAs who have already submitted their EOIs and who have been shortlisted shall be considered as eligible under this EOI and shall not be required to submit fresh EOI, subject to their continuing to fulfill eligibility criteria.

For clarification, if any, please contact the undersigned at the email id – [irp.mpl@gmail.com](mailto:irp.mpl@gmail.com).



## I. ELIGIBILITY CRITERIA

Pursuant to Sub-Regulation (4) of Regulation 36A of the CIRP Regulations, the PRA must fulfill the following criteria as issued by the Resolution Professional of Mercator Petroleum Limited, in consultation with the CoC and pursuant to the approval of the CoC.

1. The PRA being a firm/body Corporate (Category 1) should have minimum net worth (at individual or group level) of INR 25 crores (Rupees Twenty-Five Crores only) as per last audited Financial Statement.
2. The PRA being PE funds/Financial Institution/NBFCs/Other Financial Investors/Alternate Investment Funds (Category 2) should have minimum asset under management or loan portfolio (at individual or group level) of INR 100 crores (Rupees One Hundred Crores only), as per the last audited Financial Statement.
3. In case of a joint venture or consortium or an SPV representing or including any of the participants from Category 1 or 2 above, then the minimum net-worth of INR 25 crores (Rupees Twenty-Five Crores Only) for Category 1 and / or minimum Assets under Management or loan portfolio of INR 100 crores (Rupees One Hundred Crores Only) for Category 2, as per the last audited Financial Statement. The lead member if any of the consortium must qualify as per serial no. 1 or 2 above.
4. The Resolution Applicant may preferably be from Oil and Gas/ Petroleum Industry
5. The Interested parties shall submit the EOI as per the prescribed format attached along with certified true copies of their Audited Financial Statements and Income tax return for last 3 years or since inception if, incorporated in the immediately preceding three years.
6. The interested parties shall also submit the following documents along with EOI
  - Cover letter being the expression of interest with business profile.
  - KYC details applicable as the case may be (Individual/Corporate/Financial Institution/Funds/PEFunds),

- Ownership details of the Prospective Resolution Applicant and its group entities (if any),
- Indication on sources of fund,
- Net-worth certificate, AUM certificate, as the case may be
- Memorandum of Association, Articles of Association or any other applicable Corporate Documents and any other relevant documents in a sealed envelope.
- For Body Corporates: Audited financial statements for the financial years i.e. March 31, 2021, March 31, 2020, and March 31, 20209.
- Board Resolution / letter of authority / power of attorney, as the case may be, authorizing the signatory to sign and submit the EoI documents.

## II. TERMS & CONDITIONS

### A. **Preliminary terms & conditions for submission of EOI:**

1. Unconditional Expression of Interest (“EOI”) shall be submitted in accordance with Regulation 36A of CIRP Regulations in the format provided herein this Invitation along with the required Annexures.
2. PRA shall along with Expression of Interest submit (a) certified true copies of their Audited Financial Statements of last 3 years, i.e. FY 2019 , FY 2020 & FY 2021 or since inception if incorporated in the immediately preceding three years along with Income tax return and computation of total income (b) Proof of address, (c) copy of PAN card (d) certified true copies of Constitutional documents and (e) certified true copy of Board resolution in case of Corporate Person. PRA shall also submit relevant KYC details applicable as the case may be (Individual/Corporate/Financial Institution/Funds/PE Funds).
3. Refundable Process Participation Deposit: The PRA shall be required to pay a refundable process participation deposit (EMD) for the RFRP submission, by way of Demand Draft/ Bankers cheque in the name of Mercator Petroleum Limited payable at par, for such sum as will be disclosed in the Request for Resolution Plan ( RFRP) ., which will be refundable.

*Exception: Where the Resolution plan of the resolution applicant is approved by CoC, the process participation deposit provided by the said Successful Resolution Applicant shall be adjusted towards payment due as per the approved Resolution Plan*

4. Committee of Creditors shall also require for performance security payable by the resolution applicant at the time of approval of the resolution plan in form of bank guarantee to the financial creditors in the resolution plan. The performance security will be payable within 15 days from the date of intimation by resolution professional about approval by COC to the Successful Resolution Applicant. The amount of performance security will be disclosed in the RFRP to be shared with the Prospective Resolution Applicants.
5. Further the said process participation deposit shall not bear any interest.
6. The PRA is not required to pay any fee or any non-refundable deposit for submission of Expression of Interest.
7. PRA shall along with the EOI submit an undertaking that it meets the criteria specified by the committee under clause (h) of sub-section (2) of section 25 of IBC i.e. the Eligibility Criteria provided in this Invitation ; and relevant records in evidence of meeting the eligibility criteria;
8. PRA shall also submit an undertaking that it does not suffer from any ineligibility under section 29A of IBC. In line with the same the PRA shall submit the relevant information and records to enable an assessment of ineligibility as per Section 29A of IBC. A copy of the undertaking is marked as **Annexure-F**
9. Ineligibility norms under section 29A of the IBC:-

The extract of Section 29A of the IBC is reproduced herein below:

**Section 29A of IBC: Persons not eligible to be resolution applicant**

A person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person—

- (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) 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 (10 of 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:*

*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 this 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 this 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; or*

*(ii) For seven years or more under any law for the time being in force:*

*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 the Companies Act, 2013 (18 of 2013):*

*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 and Exchange Board of India from trading in securities or accessing the securities markets;*

*(g) Has been a promoter or in the management or control of a corporate debtor 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 this Code:*

*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 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 this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;*

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

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

*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 Organisation 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 registered with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (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.*

10. PRA shall along with the Expression of Interest for submission of Resolution Plan submit an undertaking that it shall intimate the Resolution Professional forthwith if it becomes ineligible under Section 29A of the IBC at any time during the Corporate Insolvency Resolution Process.
11. PRA shall along with the Expression of Interest submit an undertaking that every information and records provided in the Expression of Interest is true and correct and discovery of any false information and record at any time will render the applicant ineligible to submit Resolution Plan, forfeit any refundable deposit and attract penal actions under IBC.
12. PRA shall along with the Expression of Interest submit an undertaking to the effect that it shall maintain Confidentiality of the information and shall not use such information to cause any undue gain or loss to itself or any other person and comply with the requirements under sub- section (2) of section 29. (Format of Confidentiality Undertaking is provided as per Annexure-D)

*Sd/-*

*CS Pinkush Jaiswal  
Resolution Professional  
Mercator Petroleum Limited  
Reg. No- IBBI/IPA-002/IPN00452/2017-18/11409*

## FORMAT OF SUBMISSION OF EOI

*[On the Letterhead of the Entity Submitting the EOI]*

### EXPRESSION OF INTEREST

Date:

To,

The Resolution Professional

Mercator Petroleum Limited

Mumbai.

**Subject: Expression of Interest (“EOI”) for submitting Resolution Plan for Mercator Petroleum Limited (“Corporate Debtor”)**

Dear Sir,

In response to the public advertisement dated dated April 15, 2022 (“**Advertisement**”) inviting Expression of Interest (EOI) for submission of resolution plans (“**Resolution Plan**”) as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“**IBC**”) and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process of Corporate Persons) Regulations, 2016, we confirm that we have understood the eligibility criteria mentioned in the detailed invitation for EOI. We further confirm that we meet the necessary thresholds and criteria mentioned therein and submit our EOI for submission of a Resolution Plan for the Corporate Debtor.

We hereby declare that we are not an ineligible person to be resolution applicant as prescribed under Section 29A of IBC. An undertaking to that effect is annexed along with this EOI. We have also provided the necessary information as required in prescribed formats in Annexure A to H.

We affirm that the information furnished by us in this EOI and in the Annexures A to H, including documentary proofs, is true, correct, complete, and accurate and discovery of any false information or record at any time render the applicant ineligible to submit resolution plan, forfeit any refundable deposit and attract penal action under the Code. Further, we acknowledge that:

- (i) The Resolution Professional (“RP”) reserves the right to determine whether we qualify for the submission of the Resolution Plan and that the RP reserves the right to reject the EOI submitted by us without assigning any reason whatsoever and without any liability to the Applicant; and
- (ii) The RP reserves the right to request for additional information / documents from us for the purposes of the EOI.
- (iii) Information Memorandum/access to virtual data room will be provided after submitting a confidentiality undertaking as per Section 29(2) of IBC.

Sincerely yours,

For and 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 the nominated lead and details as per Annexure C to be provided.*

*2: The person signing the EOI and other supporting documents should be an authorised signatory supported by necessary board resolutions/authorization letter*

## ANNEXURE A

### Details by PRA towards fulfilling Eligibility Criteria

Sr No.	Eligibility	Criteria	Details of PRA
1	Firm/body Corporate ("Category 1")	Minimum net worth (at individual or group level) of INR XX crore/- (Rupees _____Only) as per latest audited Financial Statement of Financial year _____	
<b>OR</b>			
2	PE funds/ Financial Institution/NBFC"s/ Other Financial Investors/ Alternate Investment Funds ("Category 2")	Minimum asset under management / loan portfolio (at individual or group level) of INR _____/- (Rupees ___only) as per latest audited Financial Statement of the Financial Year _____	
3	In case of a joint venture or consortium or an SPV representing or including any of the participants from Category 1 or 2 above,	Minimum net worth (at individual or group level) of INR XX crore/- (Rupees__Only) for Category 1 and Minimum asset under management / loan portfolio (at individual or group level) of INR	

		_____/ - (Rupees _____ only) for Category 2.	
<b><u>AND</u></b>			
4	PRA shall not be an ineligible persons prescribed under Section 29A of the Insolvency and Bankruptcy Code, 2016.		
5	<p>Refundable Process Participation Deposit: The PRA shall be required to pay a refundable process participation deposit (EMD) for the RFRP submission, by way of Demand Draft/ Bankers cheque in the name of Mercator Petroleum Limited payable at par, for such sum as will be disclosed in the Request for Resolution Plan ( RFRP),, which will be refundable.</p> <p><i>Exception: Where the Resolution plan of the resolution applicant is approved by CoC, the process participation deposit provided by the said Successful Resolution Applicant shall be adjusted towards payment due as per the approved Resolution Plan</i></p>		

Note: The applicant shall submit the documentary proofs as a part of this Annexure A.

## ANNEXURE - B GENERAL INFORMATION OF PRA

### 1 Name and Address of the PRA:

- a. Name:
- b. Registered and Corporate Address:
- c. Telephone No:
- d. Fax:
- e. Email:

### 2 Date of Incorporation:

### 3 Constitution of the PRA: *[Firm/Company/BodyCorporate/JointVenture/Consortium/SPV OR Financial Institutions / Funds/ PE Investors]*

### 4 Experience in Oil and Gas/ Petroleum industry (if any):

### 5 Past experience in acquisition/turnaround of stressed assets (if any):

### 6 Overview of management:

### 7 Contact Person:

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

### 8 Firm/ Group/ Company Profile:

- a. Firm/ Group/Company/Joint Venture/Consortium/SPV OR Financial Institutions / Funds / PE Investors Profile: Financial Profile (consolidated / standalone as applicable):

*[Note: The Group/Company /firm profile should necessarily include net worth and revenue numbers of the preceding three years. Where the entity submitting the EOI is a financial investor/fund entity, please additionally provide details pertaining to assets under management for the preceding three years and the committed funds available as on 31 March 2022 for investment in Indian assets. In case of a joint venture or consortium or an SPV then should necessarily include net worth and revenue numbers of the preceding three years or provide details pertaining to assets under management for the preceding three years and the committed funds available as on 31 March 2022 for investment in Indian assets of each of the partners of the Joint venture/consortium/SPV]*

**For Firm/Body Corporate/Company**

<i>INR Crores</i>	<i>FY 20-21</i>	<i>FY 19-20</i>	<i>FY 18-19</i>
<i>Revenue</i>			
<i>Net worth</i>			

*In the event the original financials of the PRA are drawn in a currency other than INR then RBI reference rate as on the date of financial statements shall be used for conversion into Indian Rupees. If rate for that particular date is unavailable immediately preceding available rate shall be considered. Such rate of conversion must be mentioned.*

**For Financial Institutions / Funds / PE Investors/ARC**

<i>INR Crores</i>	<i>FY 20-21</i>	<i>FY 19-20</i>	<i>FY 18-19</i>
<i>Assets under management</i>			

**For Joint venture / Consortium/ SPV**

<i>INR Crores</i>	<i>FY 20-21</i>	<i>FY 19-20</i>	<i>FY 18-19</i>
<i>Revenue</i>			
<i>Net worth</i>			

**OR**

<i>INR Crores</i>	<i>FY 20-21</i>	<i>FY 19-20</i>	<i>FY 18-19</i>
<i>Assets under management</i>			

- a. History if any, of the Company or affiliates of the Company being declared a “willful defaulter”, “non-cooperative borrower” and / or “non- performing asset”:
- b. Ownership Details:
- c. Proof of Identity andAddress:

Note: Applicant shall submit the following documentary proofs as a part of this Annexure B:

**1. Applicable to Firms / Body Corporate**

- a. Audited financial statements for last 3 financial years along with certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying net worth and turnover of the last 3 financial years.
- b. Copy of Certificate of Registration and latest Constitutional Documents of the Applicant

**2. Applicable to Financial Institutions / Funds / PE Investors/ ARC**

- a. Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation certifying Assets under management as on end of last three financial years;
- b. Documentary evidence for Funds available for deployment as on March 31,2022.
- c. Audited financial statements for last 3financial years
- d. Copy of Certificate of Registration and latest Constitutional Documents of the Applicant

**3. Applicable to Joint Venture / Consortium/ SPV**

- a. Audited financial statements for last 3 financial years along with certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying net worth and turnover of the last 3 financial years. **OR** Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation certifying Assets under management as on end of last three financial years;
- b. Audited financial statements for last 3 financial years
- c. Copy of Certificate of Registration and latest Constitutional Documents of the Applicant.

*(Note):*

*i) In case of Consortium Applicant, the details set out above are to be provided for each*

*member of the Consortium*

ii) *In case of Joint Ventures/ SPVEoIs, the details set out above are to be provided for each of the entities/groups submitting each joint EOI.*

## ANNEXURE C

### Details of Joint Venture / Consortium/ SPV Members:

<b>Name of the Member</b>	<b>% of share in the Consortium/joint Venture</b>	<b>Nominated as Lead (Y/N)</b>

## ANNEXURE D

### CONFIDENTIALITY UNDERTAKING

#### **For sharing of Information Memorandum and access to virtual data-room**

This confidentiality undertaking has been signed by M/s \_\_\_\_\_ Resolution Applicant as per section 5 sub-section (25) of Insolvency and Bankruptcy Code, 2016, having its office at \_\_\_\_\_ acting through Mr./Ms. \_\_\_\_\_, the authorized signatory/ authorized representative (which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, Insolvency professional, liquidator and assigns or legal representative) on \_\_\_\_ day of \_\_, 2020 and submitted to Resolution Professional of Mercator Petroleum Limited.

WHEREAS, on an application for Corporate Insolvency Resolution Process filed by Operational Creditor under Section 8 and 9 of the Insolvency and Bankruptcy Code, 2016 Hon'ble National Company Law Tribunal vide order dated 31.08.2020, admitting the application and initiated Corporate Insolvency Resolution Process (CIRP) in respect of Corporate Debtor. Ms. PINKUSH JAISWAL, Insolvency Professional was appointed as Interim Resolution Professional (IRP) by Hon'ble National Company Law Tribunal vide order dated 31.08.2020, in accordance with Section 16 of The Insolvency Bankruptcy Code, 2016 (Code), which came to knowledge of IRP on 07.09.2020 ). The CoC in its first meeting held on 05-10-2020 requested the IRP to continue till further decision. The IRP is accordingly carrying out the functions of Resolution Professional of the Corporate Debtor.

AND WHEREAS RP has prepared Information Memorandum as per section 29 (1) of Insolvency & Bankruptcy Code, 2016 and Regulation 36 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 in respect of Corporate Debtor.

AND WHEREAS RP is required to share the Information Memorandum and shall provide access to all relevant information to the resolution applicant after receiving an undertaking from such Resolution Applicant to the effect that such resolution applicant 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 section 29(2) of Insolvency & Bankruptcy Code, 2016

**THEREFORE**, the above named Resolution Applicant hereby provides following undertaking to Resolution Professional of Mercator Petroleum Limited:-

**WE HEREBY DECLARE** and undertake that we will not divulge any part of the information contained in Information Memorandum of corporate debtor, prepared as per section 29 (1) of Insolvency & Bankruptcy Code, 2016 and Regulation 36 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process For Corporate Persons) Regulations, 2016 and any other relevant information that may be made accessible pursuant to section 29 (2) of Insolvency and Bankruptcy Code, 2016 by the Resolution Professional by way of a virtual data room or any other mode created in that regard, through oral or written communication or through any mode to anyone and the same shall constitute "Confidential Information". 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 treated as Confidential Information and shall ensure that all Confidential Information is kept safe and secured at all times and is protected from any theft or leakage.

**WE FURTHER** undertake and declare that the Confidential Information shall be kept secret and confidential by us and shall be used solely as allowed under the Insolvency & Bankruptcy Code, 2016 and we shall not use such information to cause an undue gain or undue loss to our self or any other person and shall comply with the requirements under section 29(2) of Insolvency & Bankruptcy Code, 2016 and comply with provisions of law for the time being in force relating to confidentiality and insider trading; and shall protect any intellectual property of the corporate debtor which we may have access to. We shall take all necessary steps to safeguard the privacy and confidentiality and shall secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the relevant information or not to share relevant information with third parties unless section 29 clauses (a) and (b) of sub-section (2) are complied with where relevant information shall include the financial position of the corporate debtor, all information related to disputes by or against the corporate debtor and any other matter pertaining to the corporate debtor as may be specified.

**WE FURTHER:**

- a) agree to use such measures and / or procedures as it uses in relation to its own most highly

confidential information to hold and keep in confidence any and all such Confidential Information;

- b) shall ensure compliance with Applicable Laws and specifically with the Insolvency and Bankruptcy Code and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, with respect to Confidential Information received pursuant to the Resolution Process;
- c) shall take all reasonable steps and measures to minimize the risk of disclosure of Confidential Information by ensuring that only such representatives who are expressly authorized by it and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis;
- d) shall ensure that the Confidential Information will not be copied or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by us or our authorized representative, except for sharing of Confidential Information as required in relation to this document, as decided by the us or our Representative from time to time.
- e) shall immediately destroy and permanently erase all Confidential Information upon the rejection of Resolution Plan by the Committee of Creditors and/or Hon'ble National Company Law Tribunal ("NCLT") under Section 31(1) of the Insolvency & Bankruptcy Code, 2016 or upon an order for liquidation of the corporate debtor being passed by the Hon'ble NCLT under Section 33 of the Insolvency & Bankruptcy Code, 2016 ;

**WE FURTHER** agree that no representation or warranty has been provided by the RP in relation to the authenticity or adequacy of the information provided pursuant to the information memorandum, including Confidential Information, nor would have any claim against the RP or the Corporate Debtor nor shall have any responsibility or liability whatsoever, whether in contract, tort or otherwise, for any direct, indirect or consequential loss and / or damage, loss of use, loss of production or loss of profits or interest costs or in respect of any information provided in the Information Memorandum or any other relevant information.

**WE FURTHER** understand and agree that the Expression of Interest will be evaluated by the RP/ the Committee of Creditors of the Corporate Debtor based on the information provided by us along with

the Expression of Interest to determine our eligibility to submit Resolution Plan(s) for Insolvency Resolution Process of the Corporate Debtor. The RP / the CoC reserve the right to determine at their sole discretion, whether we qualify for the submission of the Resolution Plan and may not shortlist the Expression of Interest submitted by us without assigning any reason whatsoever;

**WE FURTHER** agree that the RP / the CoC reserve the right to request for additional information or clarification from us for the purposes of the Expression of Interest 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 the Expression of Interest; and Submission of Expression of Interest alone does not automatically entitle us to participate in the next stage of the Resolution process.

**WE FURTHER** declare and undertake that we shall be responsible for any breach of obligations under this confidentiality undertaking and shall indemnify M/s **Mercator Petroleum Limited** and/or the Resolution Professional, for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

Signed for and on behalf of

M/s. \_\_\_\_\_

By \_\_\_\_\_

(Name and Designation)

**ANNEXURE E**

**FORMAT OF UNDERTAKING FOR SITE VISIT**

Date:

To,

**The Resolution Professional**

**IBBI/IPA-002/IP-N00452/2017-2018/11409**

**In the matter of Mercator Petroleum Limited**

**Subject: Visit of the site of Mercator Petroleum Limited situated at Bharuch Gujarat.**

Sir,

I, \_\_\_\_\_, a director/designated partner /partner /lead member/Individual /authorized signatory/authorized representative of M/s \_\_\_\_\_PRA in the matter of Mercator Petroleum Limited, duly authorized on behalf of the PRA (which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, Insolvency professional, liquidator and assigns or legal representative) hereby sign this undertaking on day of \_\_\_\_\_,2022 and do hereby agree and undertake as under:-

WHEREAS M/s. Mercator Petroleum Limited ( "Corporate Debtor") was incorporated on \_\_\_\_\_ with Registrar of Companies, Mumbai. The Company is a subsidiary of Mercator Limited, a Listed Company. The Company is in the business of developing oil and gas and exploration. The Corporate Debtor is under Corporate Insolvency Resolution Process by Hon'ble National Company Law Tribunal vide order dated 31.08.2020, in CP No 3434/2019.

Ms. Pinkush Jaiswal Insolvency Professional was appointed as Interim Resolution Professional (IRP) by Hon'ble National Company Law Tribunal. The CoC in its first meeting held on 05-10-2020 requested the IRP to continue till further decision. The IRP is accordingly carrying out the functions of Resolution Professional of the Corporate Debtor.

The Committee of Creditors ("CoC") through Resolution Professional ("RP") is in the process of identifying a prospective Resolution Applicant(s) for Mercator Petroleum Limited.

**AND WHEREAS** the RP upon the request of the prospective applicant pursuant to Advertisement issued for Inviting Expression of Interest on 15-04-2022 has agreed to allow the PRA (which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, Insolvency professional, liquidator and assigns or legal representative) along with any expert appointed by the PRA, if any, to visit the site of the Corporate Debtor situated at Bharuch District, Gujarat.

### **UNDERTAKING**

1. Only the following directors/ designated partners / partners / Members of Consortium / Individual/ authorized signatory/ authorized representative of the Resolution Applicant shall be visiting the conducting the site-visit Property:
  - a. Mr.\_\_\_\_\_,[Designation];
  - b. Mr.\_\_\_\_\_,[Designation];
  - c. [Add more if required]
2. A duly certified copy of the board resolution and/or duly executed letter of authorization authorizing the persons listed in (1) above along with their KYC documents of all shall be provided along with this undertaking at least 2 (two) business days in advance.
3. We shall make our own arrangements including accommodation, travel, food etc. for such visit. All

costs and expenses incurred in relation to such Visit will be borne by us and we hereby agree that no such cost shall be reimbursed to us.

4. We shall carry out our own complete due diligence in respect of the Corporate Debtor and shall be deemed to have full knowledge of the condition of the Site, relevant documents, information, etc. whether or not we actually inspect the units or verify the documentation, if any, provided by the Corporate Debtor/ the Resolution Professional or his authorized representative.
5. We shall abide by all the instructions, rules, policies and terms and conditions as prescribed by the Corporate Debtor and mentioned at the Site.
6. We including our authorized representatives shall not damage or cause to be damaged, the Property or even litter at the premises of the Property.
7. We shall not carry along with it/them any substance which in its nature is likely to cause potential hazards in the premises of the Site.
8. We will not cause any loss or damage to the property in any manner or affect the public tranquility.
9. We /or our authorized representative(s) shall not visit the Site without seeking prior permission from the Resolution Professional.
10. We further agree and undertake that:-
  - a. The Resolution Professional, Corporate Debtor, members of Committee of Creditors and/or any of its representatives shall not be responsible for any loss, injury or damage to person, property, or otherwise in connection with this visit of mine and my team, any accommodation, transportation or other services, resulting directly or indirectly from any act of GOD, dangers, fire, accident, breakdown in machinery or equipment, breakdown of transport, wars, civil disturbances, strikes, riots, thefts, pilferages, epidemics, or any other causes.
  - b. We will not divulge any part of the information in relation to the Site or the visit thereof, through oral or written communication or through any mode to anyone other than as may be required under applicable law or pursuant to any order or decision of a governmental authority.
  - c. Any information or documents generated or derived by the recipients of the information in relation to the visit of the Units shall be kept safe and secured at all times and shall be protected from any theft or leakage.
  - d. We shall maintain confidentiality of the information derived during the visit of the Site and shall not

use such information to cause an undue gain or undue loss to our self or any other person and comply with provisions of law for the time being in force relating to confidentiality and insider trading;

- e. We shall protect any intellectual property of the corporate debtor which we may have access to and shall take all necessary steps to safeguard its privacy and confidentiality.
- f. We agree that no representation or warranty has been provided by the Resolution Professional in relation to the authenticity or adequacy of the information provided during the visit of the Site, nor would have any claim against the Resolution Professional or the Corporate Debtor, nor shall have any responsibility or liability whatsoever, whether in contract, tort or otherwise, for any direct, indirect or consequential loss and/or damage, loss of use, loss of production or loss of profits or interest costs or in respect of any information provided during the visit of the property.
- g. We shall be responsible for any breach of obligations under this undertaking and shall indemnify Mercator Petroleum Limited and/or the Resolution Professional, for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

This undertaking is binding upon me/us heirs, executors, administrators/ successor or successors as assigns.

Signed for and On behalf of

M/s. \_\_\_\_\_

By \_\_\_\_\_  
(Name and Designation)

Date:

**ANNEXURE- F**

**Information required for verification of eligibility as prescribed under section 29A of Insolvency & Bankruptcy Code, 2016 and Regulation 38(3) of the IBBI (Insolvency Resolution Process for Corporate Persons), Regulations, 2016**

<b>S.No</b>	<b>Information Required</b>	<b>Answers by Resolution Applicants</b>	<b>Documents attached in support (Self-attested/ digitized copies over email)</b>
<b>I.</b>	Whether the resolution applicant or any of its connected persons** is declared as undischarged insolvent under any law in India or in jurisdiction outside India.		
<b>II.</b>	Whether the resolution applicant or any of its connected persons are declared as, wilful defaulter(s) by RBI under Banking Regulation Act, 1949		
<b>III.</b>	Whether any bank account(s) of the resolution applicant or any of its connected persons has been classified as "non-performing asset" (NPA) under Banking Regulation Act, 1949, at least one year before the commencement of the CIRP of the Corporate Debtor		
<b>IV.</b>	Whether the resolution applicant or any of its connected persons has been convicted for any offence punishable with imprisonment of two years or more, under laws of India		

	and/or any law in jurisdiction outside India		
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<b>V.</b>	Whether the resolution applicant (if an individual) or any of its connected persons is disqualified to act as a director under the Companies Act, 2013		
<b>VI.</b>	Whether the resolution applicant or any of its connected persons, prohibited by SEBI from trading in securities or accessing the securities market		
<b>VII.</b>	Whether the resolution applicant or any of its connected persons has executed any enforceable guarantee in favour of a creditor of a corporate person against which CIRP is initiated under IBC,2016 by such creditor		
<b>VIII.</b>	Whether the resolution applicant or any of its connected persons has been a promoter or in the management or control of a corporate debtor in which transactions under Section 43, 45, 50 and 66 has taken place and in respect of which an order has been made by the adjudicating authority under		

	Insolvency & Bankruptcy Code, 2016.		
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<b>IX.</b>	Details of Holding Company*** (if any) of Resolution Applicant [same as Sr. No. 3A]		
<b>X.</b>	Details of Subsidiary Company*** (if any) of Resolution Applicant [same as Sr. No. 3A]		
<b>XI.</b>	Details of Associate Company*** (if any) of Resolution Applicant [same as Sr. No. 3A]		
<b>XII.</b>	Details of any other 'related party' of the resolution applicant for which the answer to queries at Sr. No. 7 to 13 is in assertive.		

**ANNEXURE- G**  
**DECLARATION AND UNDERTAKING**

Date:

To

**The Resolution Professional**

Mercator Petroleum Limited

Mumbai.

**Sub: Disclosure of eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 and declaration for submitting Expression of Interest/Resolution Plan.**

Dear Sir,

A. I \_\_\_\_\_ hereby submit this declaration for \_\_\_\_\_ under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("**Code**") as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018:

I have understood the provisions of section 29A of the Code as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017. I confirm that neither \_\_\_\_\_ nor any person acting jointly \_\_\_\_\_ or any person who is a promoter or in the management or control of \_\_\_\_\_ or any person acting jointly with \_\_\_\_\_:

- 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) 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 (10 of 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:

- d) has been convicted for any offence punishable with imprisonment–
  - (i) for two years or more under any Act specified under the Twelfth Schedule; or
  - (ii) for seven years or more under any law for the time being in force:
    - 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 and/or is a promoter or in the management or control of a corporate debtor 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 this Code:
    - 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 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)

I therefore, confirm that \_\_\_\_\_ is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“**Code**”) as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018 to submit a resolution plan for MERCATOR PETROLEUM LIMITED.

I undertake on behalf of \_\_\_\_\_, that during the Resolution Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the

management and control of corporate debtor.

- B. I declare and undertake that in case \_\_\_\_\_ becomes ineligible at any stage during the Corporate Insolvency Resolution Process, it would inform the Resolution Professional forthwith on becoming ineligible.
- C. I also undertake that in case \_\_\_\_\_ becomes ineligible at any time after submission of the Refundable Process Participation fees/EMD/Further deposit, then the Refundable Process Participation fees/EMD/Further deposit would be forfeited and the same would be deposited in the account of MERCATOR PETROLEUM LIMITED.
- D. I also further undertake that the offer and/or resolution plan will remain binding unless rejected by the COC and/or Resolution Plan.
- E. I confirm that the said declaration and disclosure is true and correct.

**DEPONENT**

**VERIFICATION**

I, the deponent above, do hereby solemnly declare and affirm that the above statement given by me is true and correct to the best of my knowledge and belief and nothing stated above is false or misrepresentation or misleading.

**DEPONENT**

## ANNEXURE- H

### (On The Letterhead of the Resolution Applicant) CONFIDENTIALITY UNDERTAKING

This confidentiality undertaking has been signed by \_\_\_\_\_, a Resolution Applicant, having its office at \_\_\_\_\_ Acting through Mr./Ms. \_\_\_\_\_, the authorized signatory / authorized representative (which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, insolvency professional, liquidator and assigns or legal representative) on \_\_\_\_\_ day of \_\_\_\_\_, 2019 and submitted to the acting Resolution Professional (RP) appointed vide order of Hon'ble NCLT, Mumbai Bench on 31<sup>st</sup> August 2020 of Mercator Petroleum Limited, a company registered under Companies, Act, 2013 (hereafter referred as (Corporate Debtor) under Corporate Insolvency Resolution Process.

THEREFORE, in line with the Regulation 36A (7) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Resolution Applicant hereby declares and undertakes as follows:

**WE HEREBY DECLARE AND UNDERTAKE** that we meets the criteria specified by the committee under clause (h) of sub-section (2) of section 25 of the Insolvency and Bankruptcy Code, 2016;

**WE FURTHER UNDERTAKE AND DECLARE** that we do not suffer from any ineligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 to the extent applicable;

**WE FURTHER UNDERTAKE AND DECLARE** that we shall intimate the Resolution Professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process;

**WE FURTHER UNDERTAKE AND DECLARE** that every information and records provided by us 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 any refundable deposit, and attract penal action under the Insolvency and Bankruptcy Code, 2016; and

**WE FURTHER UNDERTAKE AND DECLARE** 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 of the Insolvency and Bankruptcy Code, 2016;

PROVIDED THAT nothing contained in this Confidentiality Undertaking shall apply to any disclosure: (i) required by us by the order of a court of competent jurisdiction or an appropriate regulatory, statutory or judicial authority; (ii) of any information which is in the public domain otherwise than as a result of a breach of this Confidentiality Undertaking, or (iii) by us to our legal and other professional advisors.

Signed on behalf of

M/s \_\_\_\_\_

by \_\_\_\_\_

(Name and Designation)

Authorised Signatory