

AMBOJINI PROPERTY DEVELOPERS PRIVATE LIMITED

No.17-1, Poes Road, 2nd Street, Teynampet,

Chennai - 600018

**DETAILED INVITATION
FOR
EXPRESSION OF INTEREST**

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:-

Anil Kumar Khicha

Resolution Professional

For Ambojini Property Developers Private Limited

IBBI Registration no: IBBI/IPA-001/IP-P00422/2017-18/10745

IBBI Registered E Mail: ambojini@aaainsolvency.com

DISCLAIMER

*This Invitation for Expression of Interest to submit Resolution Plan(s) (hereinafter referred as “**Invitation**”) is issued by **Anil Kumar Khicha** bearing Registration No: **IBBI/IPA-001/IP-P00422/2017-18/10745**, appointed as the Resolution Professional (hereinafter referred to as “Resolution Professional” or “RP”) of **Ambojini Property Developers Private 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 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 RP 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.

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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.

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AMBOJINI PROPERTY DEVELOPERS PRIVATE 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

AMBOJINI PROPERTY DEVELOPERS PRIVATE LIMITED (“the Corporate Debtor”) was incorporated on 17th March, 2011 under the Companies Act, 1956. The Company is engaged in the business of builders, colonizers, land owners, designers, or constructors of new or existing houses, bungalows, flats and or to undertake the job of redesigning, rebuilding, improving, etc. and to provide consultancy services in matters relating to dealings, selling, reselling any movable or immovable property.

The company (SPV) is engaged in the business of developing residential and infrastructure facilities. The SPV was formed to develop the project on the land. The company came up with the project named “Sai Peace & Prosperity” for the development of residential flats in the year 2011.

Brief particulars about the company:

1	Name of the Company	Ambojini Property Developers Private Limited
2	CIN	U70200TN2011PTC079693
3	ROC Code	ROC – Chennai
4	Date of Incorporation	17/03/2011
5	Class of Company	Private
6	Company Category	Company limited by Shares
7	Company Sub Category	Non-Government Company
8	Authorised & Paid-up Capital (In Rs)	Rs.6,25,00,000/- & Rs.5,67,64,270
9	Registered Office Address	No.17-1, Poes Road, 2nd Street, Teynampet, Chennai, TN- 600018 IN
10	Whether Listed Company	Unlisted

11	E-mail	manoharm@realvalue.in
12	Date of invitation of expression of interest	22-02-2020
13	Last date for receipt of expression of interest	23-03-2020
14	Date of issue of provisional list of prospective resolution applicants	02-04-2020
15	Last date for submission of objections to provisional list	07-04-2020
16	Date of issue of final list of prospective resolution applicants	17-04-2020
17	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	07-04-2020
18	Last date for submission of resolution plans	17-05-2020

Board of Directors of the Company as on the CIRP commencement date

DIN/PAN	Name of Director	Begin date	End date
000153605	Vellore Subramaniyan Suresh	17/03/2011	-
0001553607	Ramaswamy Damodaran	17/03/2011	-
0002096135	Deepak Ishwardas Rathi	05/07/2012	-
0003255921	Chetan Suresh Shah	18/03/2011	-

CIRP of AMBOJINI PROPERTY DEVELOPERS PRIVATE LIMITED:

The CIRP of **M/s. Ambojini Property Developers Private Limited** had commenced on 10th September, 2019 vide order no. CP/938/IB/2018 by the Hon'ble National Company Law Tribunal, Chennai Bench ("NCLT") under the provisions of Insolvency and Bankruptcy Code, 2016 ("IBC") wherein **Mr. Dr. L Natarajan** had been appointed as the Interim Resolution Professional ("IRP"). Thereafter, the Committee of Creditors ("CoC") in their first meeting approved **Mr. Anil Kumar Khicha** to act as the Resolution Professional ("RP") and on 22nd October, 2019 the NCLT confirmed Mr. Anil Kumar Khicha as the RP.

SUBMISSION OF EOI:

The CoC through Resolution Professional is in the process of identifying Resolution Applicant(s) for **M/s. Ambojini Property Developers Private 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 31st January, 2020 in newspapers namely Times Of India (English) and Dinamani (Tamil), inviting EOI from interested and eligible Prospective Resolution Applicants (“PRA”) to submit resolution plans.

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 in a sealed cover envelope by 15th February, 2020 till 18.00 hours at below mentioned address through speed/registered post or by hand delivery. The envelope should be super scribed as EOI for **M/s. Ambojini Property Developers Private Limited**.

Mr. Anil Kumar Khicha

Resolution Professional for M/s. Ambojini Property Developers Private Limited

6-FF, First Floor, Golden Enclave

184, Poonamalle High Road, Kilpauk,

Chennai – 600010

NOTES AND OTHER 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 here in with this Invitation along with the required Annexure.
- 2) 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 Ambojini Property Developers Private Limited.
- 3) COC/RP reserves 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 Resolution Applicant (RA) and the decision of the COC/RP regarding the resolution plan process shall be final and binding on all parties.
- 4) The PRA is not required to pay any fee or any non-refundable deposit for submission of Expression of Interest.
- 5) 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;
- 6) 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.

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 any other person acting jointly or in concert with such person

 is an un discharged insolvent;

- ✦ is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
- ✦ 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 there on 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.

- ✚ Has been convicted for any offence punishable with imprisonment
 - a) for two years or more under any Act specified under the Twelfth Schedule; or
 - b) 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;

- ✚ 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;

- ✚ is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

- ✚ 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;

- ✚ 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;
- ✚ is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- ✚ Has a connected person not eligible under clauses (a) to (i).

Explanation [I] - for the purposes of this clause, the expression "Connected person" means:

- a) any person who is the promoter or in the management or control of the resolution applicant; or

- b) 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
- c) 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

- d) an asset reconstruction company register 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.”
- 7) 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.
- 8) 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.
- 9) 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).

- 10) 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.
- 11) Post receipt of EOI, access to Data Room will be provided to the shortlisted applicant after receipt of confidentiality undertaking as per section 29(2) of the IBC, at the sole discretion of Interim Resolution Professional/CoC.
- 12) All the EOIs 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.

For clarification, if any, please contact the undersigned at the address given below.

Address:

**6-FF, First Floor, Golden Enclave, 184,
Poonamalle High Road, Kilpauk, Chennai – 600010
Email ID: ambojini@aaainsolvency.com**

ELIGIBILITY CRITERIA

Pursuant to Sub-Regulation (4) of Regulation 36A of the CRP Regulations, the PRA must fulfil the following criteria:

- 1) The PRA being Individual, Firm, Private Limited Company or Public Limited Company registered under the Companies Act , Limited Liability Partnership (LLP):

Financial Capacity: Minimum net worth of **INR 50 Crores (Rupees Fifty Crores Only)** as on 31/03/2019 as per the latest audited balance sheet.

Experience & Ability:

Potential Resolution Applicant must show the evidence of having handled real estate projects (residential and/or commercial complexes) involving total volume of minimum 10, 00,000 sq ft

- 2) The PRA being PE funds/Financial Institution/NBFC's/Other Financial Investors/Alternate Investment Funds/ARC (Category 2):

Financial Capability: Minimum asset under management or loan portfolio (at individual or group level) of **Rs 500 Crores** (Rupees Five Hundred Crores) as on 31/03/2019, as per the last audited Financial Statement.

Experience & Ability:

Potential Resolution Applicant must show the evidence of having handled real estate projects (residential and/or commercial complexes) involving total volume of minimum 10, 00,000 sq ft

- 3) In case of a joint venture or consortium or a SPV representing or including any of the participants from category 1 and 2 above, then either of the members jointly or severally should fulfil any one of the criteria i.e. either the minimum net worth or minimum assets under management and each consortium member shall maintain **at least 20%** share in the consortium / joint ventures/ SPV till implementation of the resolution plan.
- 4) A Refundable process participation deposit of **Rs 10, 00,000** (Rupees Ten

Lakhs Only) shall be paid along with the application for EOI by way of Demand Draft/ Bankers cheque/ Electronic Fund Transfer/ in the name of M/s Ambojini Property Developers Private Limited payable at par, which will be refundable to all the PRAs within 15 days of non submission of Resolution Plan.

- 5) EMD – 1 – Submission of **Rs 2, 00, 00,000** (Rupees Two Crore Only) along with the Resolution Plan by way of Demand Draft/ Bankers cheque/ Electronic Fund Transfer/Bank Guarantee in the name of M/s Ambojini Property Developers Private Limited which will be refundable to all the PRAs within 1 month from the date of approval of Resolution Plan or rejection of Resolution Plan (s) by the Adjudicating Authority.

Exception: *Where the Resolution plan of the resolution applicant is approved by CoC, the process participation deposit and EMD – 1 provided by the said Successful Resolution Applicant shall be adjusted towards payment due as per the approved Resolution Plan.*

- 6) Performance Guarantee – Submission of **Rs 20,00,00,000** (Rupees Twenty Crores Only) within 7 business days from the date of approval of successful plan by CoC by way of Demand Draft/ Bankers cheque/ Electronic Fund Transfer/Bank Guarantee in the name of M/s Ambojini Property Developers Private Limited. The validity period of Performance Guarantee will be for the period up to implementation of the Resolution Plan with additional claim period of 180 days after implementation of the Resolution plan.

Please note that in case of Promoter group, eligibility criteria related to financial and experience parameters are not applicable. However, criteria for process participation fee, EMD & performance guarantee is applicable.

- 7) The refundable process participation deposit shall not bear any interest.
- 8) 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.

9) The interested parties shall also submit the following documents along with EOI.

- ✚ KYC details applicable as the case may be (Individual/Corporate/Financial Institution/Funds/PE Funds),
- ✚ Ownership details of the resolution applicant and its group entities (if any) and 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.
- ✚ Declaration on Rs 100 stamp paper of the PRA being eligible u/s 29A of the IBC Code.

In relation to Technical and Organisational Capability by:

- ✚ List of real estate projects completed in the last 3 years with complete details;
- ✚ List of real estate projects under construction with complete details like start date, scheduled date of completion (original and as in RERA), reason(s) for delay etc.;
- ✚ technical complexity and diversity of projects completed vis-à-vis design, environment friendly, green projects, architecture novelty etc.;
- ✚ Type of projects- commercial, residential, mixed, infrastructure etc.;
- ✚ List of technical persons and their qualifications and experience of their employees;

- ✚ List of architects/ design consultants/ construction partners deployed or partnered with.

Sd/-

Anil Kumar Khicha

Resolution Professional

For Ambojini Property Developers Private Limited

Reg. No: IBBI/IPA-001/IP-P00422/2017-18/10745

Date: 31-01-2020

Place: Chennai

FORMAT OF SUBMISSION OF EOI

[On the Letterhead of the Entity Submitting the EOI]

EXPRESSION OF INTEREST

Date:

To,

.....

.....

Subject: Expression of Interest (“EOI”) for submitting Resolution Plan for M/s. Ambojini Property Developers Private Limited.

Dear Sir,

In response to the public advertisement in The Times of India (English) and Dinamani (Tamil) dated 31/01/2020 (“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 Annexure E.

We affirm that the information furnished by us in this EOI and in the Annexure A to E, including documentary proofs, is true, correct, complete, and accurate. Further, we acknowledge that:

- ✦ 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
- ✦ The RP reserves the right to request for additional information / documents from us for the purposes of the EOI.
- ✦ 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 **Ambojini Property Developers Private Limited**

Signature:

Name of Signatory:

Designation:

Company Seal/Stamp

Note:

- *In case of Consortium Applicant the EOI shall be signed by the provided nominated lead and details as per Annexure C to be provided.*
- *The person signing the EOI and other supporting documents should be an authorized signatory supported by necessary board resolutions/ authorization letter.*

Annexure – A - Details by PRA towards fulfilling Eligibility Criteria

S. No	Eligibility	Criteria	Details of PRA
1	Individual/firm/body Corporate/Joint Venture/ Consortium/SPV	Minimum net worth (at individual or group level) of Rs _____/- (Rupees _____ Only) as per latest audited Financial Statement of Financial year _____	
OR			
2	PE funds/Financial Institution/NBFC's/ Other Financial Investors/Alternate Investment Funds	Minimum asset under management (at individual or group level) of `..... (Rupees only) or more as per latest audited Financial Statement of 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,	Either of the participants need to qualify any one of the criteria i.e. either the minimum net-worth or minimum Assets under Management.	
AND			
4	PRA shall not be an ineligible person as prescribed under Section 29A of the Insolvency and Bankruptcy Code, 2016.		

5	<p>A refundable process participation deposit of _____/- (Rupees _____ Only) shall be paid along with the application for EOI by way of Demand Draft/Bankers cheque/RTGS/Financial Bank Guarantee in the name of (M/s. Ambojini Property Developers Private Limited) payable at par, which will be refundable to all the PRAs within 15 days of non submission of Resolution Plan.</p> <p><u>Exception:</u> <i>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>	
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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:

+ Name:

+ Registered and Corporate Address:

+ Telephone No:

+ Fax:

+ Email:

2. Date of Incorporation:

3. Constitution of the PRA:

+ [Individual /firm /Company /Body Corporate /Joint Venture
/Consortium /SPV OR Financial Institutions / Funds / PE Investors]

4. Past experience in real estate (if any) :

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

6. Overview of management including Qualification and Experience:

7. Technical and organisational capability

8. Contact Person:’

+ Name:

+ Designation:

✚ Telephone No:

✚ Email:

7. Individual/firm/ Group/Company Profile:

✚ Individual /firm/ Group/Company/Joint Venture/Consortium/SPV OR Financial Institutions / Funds / PE Investors Profile: Financial Profile (consolidated / standalone as applicable):

[Note: The Group / Company/individual/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 2019 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 2019 for investment in Indian assets of each of the partners of the Joint venture/consortium/SPV]

For Individual/Firm/Body Corporate/Company

Rs in Crores	FY 18-19	FY 17-18	FY 16-17
Revenue			
Net worth			

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 and such rate of conversion must be mentioned.

For Joint Venture /Consortium /SPV

OR

Rs in Crores	FY 18-19	FY 17-18	FY 16-17
Revenue			
Net worth			

Rs in Crores	FY 18-19	FY 17-18	FY 16-17
Assets under management			

- ✚ History if any, of the Company or affiliates of the Company being declared a 'wilful defaulter', 'non-cooperative borrower' and / or 'non-performing asset':
- ✚ Ownership Details:
- ✚ Proof of Identity and Address:

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

1) Applicable to Individual/Firms / Body Corporate

- ✚ 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.
- ✚ Copy of Certificate of Registration and latest Constitutional Documents of the Applicant.

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

- ✚ Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation certifying Assets under management as the end of last three financial years;
- ✚ Documentary evidence for Funds available for deployment as on March 31, 2019.
- ✚ Audited financial statements for last 3 financial years
- ✚ Copy of Certificate of Registration and latest Constitutional Documents of the Applicant

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

- ✚ 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 the end of last three financial years;
- ✚ Audited financial statements for last 3 financial years
- ✚ Copy of Certificate of Registration and latest Constitutional Documents of the Applicant.

Note:

- *In case of Consortium Applicant, the details set out above are to be provided for each member of the Consortium*
- *In case of Joint Ventures/ SPV EOI, 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:

Name of the Member	% of share in the Consortium/Joint venture	Nominated as Lead (Y/N)

ANNEXURE D

CONFIDENTIALITY UNDERTAKING

For sharing of Information Memorandum and access to virtual data room

This confidentiality undertaking has been signed by M/s..... a Resolution Applicant as per section 5 sub-section (25) of Insolvency and Bankruptcy Code, 2016, having its office at..... acting 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 **Mr. Anil Kumar Khicha**, an Insolvency Professional having registration no. IBBI/IPA-001/IP-P00422/2017-18/10745

WHEREAS **M/s. Ambojini Property Developers Private Limited**, a company registered under Companies Act, 1956 (thereafter referred as “corporate debtor”) is under Corporate Insolvency Resolution Process vide Hon’ble NCLT, Cuttack Bench’s order no. CP/938/IB/2018 dated 10th September, 2019 under the Insolvency and Bankruptcy Code, 2016 and **Mr. Anil Kumar Khicha**, an Insolvency Professional having registration no. **IBBI/IPA -001/IP-P00422/2017-18/10745** was appointed as Resolution Professional of Corporate Debtor on 22nd October, 2019.

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 Mr. Anil Kumar Khicha, Resolution Professional:-

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:

- ✚ 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;
- ✚ 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;
- ✚ 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;
- ✚ 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.

✚ 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 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 **Mr. Anil Kumar Khicha**, 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)

On Rs 100 stamp paper

Annexure – E - DECLARATION AND UNDERTAKING

To,

Mr. Anil Kumar Khicha

Reg. No: (IBBI/IPA-001/IP-P00422/2017-18/10745)

The Resolution Professional

In the matter of M/s. Ambojini Property Developers Private Limited

Subject: Disclosure of eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 and declaration for submitting 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 **Ambojini Property Developers Private Limited**.

- B. 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.
- C. 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.
- D. I also undertake that in case _____ becomes ineligible at any time after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of Ambojini Property Developers Private Limited.
- E. I also further undertake that the offer and/or resolution plan will remain binding unless rejected by the COC and/or Resolution Plan.
- F. 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- 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

S. No	Information Required	Answers by Resolution Applicants	Documents attached in support (Self- attested/ digitized copies over email)
I.	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.		
II.	Whether the resolution applicant or any of its connected persons are declared as 'willful defaulter(s)' by RBI under Banking Regulation Act, 1949		
III.	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		

IV.	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		
V.	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		
VI.	Whether the resolution applicant or any of its connected persons, prohibited by SEBI from trading in securities or accessing the securities market		
VII.	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 CRP is initiated under IBC, 2016 by such creditor		

VIII.	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.		
IX.	Details of Holding Company*** (if any) of Resolution Applicant [same as Sr. No. 3A]		
X.	Details of Subsidiary Company*** (if any) of Resolution Applicant [same as Sr. No. 3A]		
XI.	Details of Associate Company*** (if any) of Resolution Applicant [same as Sr. No. 3A]		
XII.	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

FORMAT OF UNDERTAKING FOR SITE VISIT

To,

Mr. Anil Kumar Khicha

Reg. No: (IBBI/IPA-001/IP-P00422/2017-18/10745)

The Resolution Professional

In the matter of M/s. Ambojini Property Developers Private Limited

Subject: Visit of Properties of Ambojini Property Developers Private Limited,

Dear Sir,

I,, a director/designated partner/partner/lead member/Individual/authorized signatory/authorized representative of **M/s.....** PRA in the matter of **M/s. Ambojini Property Developers Private 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....., 2020 and do hereby agree and undertake as under:-

WHEREAS M/s Ambojini Property Developers Private Limited, (hereafter referred as “Corporate Debtor”) a company registered under Companies, Act, 1956 is under Corporate Insolvency Resolution Process vide Hon’ble NCLT, Chennai Bench’s order CP/938/IB/2018 in dated 10th September, 2019 and **Mr. Anil Kumar Khicha**, Insolvency Professional having registration no. IBBI/IPA- IBBI/IPA-001/IP-P00422/2017-18/10745 was appointed as the Resolution professional of the Corporate Debtor.

AND WHEREAS the RP upon the request of the prospective applicant pursuant to Advertisement issued for Inviting Expression of Interest on 31-01-2020 in The Times of India (English) and Dinamani (Tamil) 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 Property of the Corporate Debtor situated at..... (Hereinafter referred as “Site”) on giving undertaking hereinafter appearing

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:

✚ Mr....., [Designation];

✚ Mr....., [Designation];

✚ [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 tranquillity.
- 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:-

✚ The Resolution Professional, Corporate Debtor, members of Committee of the Creditors and / or any of its representatives of 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 of transport, wars, civil

disturbances, strikes, riots, thefts, pilferages, epidemics, or any other causes.

- ✚ 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.
- ✚ 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.
- ✚ 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;
- ✚ 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.
- ✚ 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 we have any claim against the Resolution Professional or the Corporate Debtor, nor shall we 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.

✚ We shall be responsible for any breach of obligations under this undertaking and shall indemnify **M/s. Ambojini Property Developers Private Limited** and/or **Mr. Anil Kumar Khicha**, 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:

Place: