

INVITATION FOR EXPRESSION OF INTEREST FOR SUBMISSION OF RESOLUTION PLAN

for

COASTAL ENERGEN PRIVATE LIMITED

[CIN: U40102TN2006PTC060009]

Registered Office: No.5, Moores Road, Chennai, Tamil Nadu 600006, India

*(Under Corporate Insolvency Resolution Process vide Order of Hon'ble
National Company Law Tribunal, Chennai Bench - I dated February 04,
2022)*

1. BACKGROUND

Coastal Energen Private Limited (“CEPL” or “Corporate Debtor”) is a private limited company incorporated on May 29, 2006, under the erstwhile Companies Act, 1956 and duly existing under the Companies Act, 2013. CEPL is engaged in the business of generation and sale of power. CEPL owns and operates a coal based thermal power plant (“Project”) in Tuticorin, Tamil Nadu. The Plant is mainly running on imported coal; however, domestic coal can also be used in blend with imported coal as 50:50.

A brief overview of CEPL is set out below:

Company name	Coastal Energen Private Limited
Listing status	Unlisted
Constitution	Private Limited Company
Corporate Identification number	U40102TN2006PTC060009
Incorporation date	May 29, 2006
Registered office	No.5, Moores Road, Chennai, Tamil Nadu 600006, India
Location of plant	Melamaruthur Village, Tuticorin, Tamil Nadu
Business operations	Coal based thermal power plant

Details of the Power Plant

Particulars	Details
Location	4/36D, Duraisamipuram Post Melamaruthur Village, Ottapidaram Taluk Tuticorin, Tamil Nadu – 628105
Factory Area	1,089 acres
Number of Units	2 units of 600 Megawatts (“MW”) each
Commercial Operations Date (COD)	Unit I: December 23, 2014 Unit II: January 15, 2016
Operational Status	Both the Units are operational.
Design Coal	The plant is designed for GCV of 3,932 Kcal/Kg and for blend of imported coal(4,134 Kcal/Kg) and Indian coal (3,729 Kcal/ Kg).
Coal Supply	Coal is being procured from open market. (Imported/Domestic).

Source: Information attained from the official records of the Corporate Debtor.

Evacuation Facility

Power generated from the full 1,200 MW station is being evacuated through two 400 kV transmission line, connecting Tuticorin and the larger power grid.

The Corporate Debtor also entered into a Bulk Power Transmission Agreement (BPTA) with Power Grid Corporation of India (PGCIL) for 1,100 MW Long-Term Open Access Capacity (LTOA) (820 MW in Southern region, 280 MW in Western region) for a period of 25 years from March 2012. The Company subsequently relinquished 542 LTOA Capacity considering it had PPA for only one Unit.

Power Purchase Agreements

Particulars (net)	Capacity	Duration
TANGEDCO	558 MW	15 years effective till Sep 30, 2028

Form G was first published in newspapers on February 10, 2023 for submission of Expression of Interest ("EOI") latest by February 25, 2023. Subsequently, two addendums were published on February 24, 2023 and March 13, 2023 intimating extension of timeline for submission of EOIs to March 12, 2023 and then March 27, 2023 respectively. The latest addendum has been published on April 10, 2023 further extending the time to submit EOI to April 17, 2023. The brief particulars of the invitation for EOI, pursuant to regulation 36B (7) of the Insolvency Resolution Process for Corporate Persons) Regulations, 2016 are set out in table below:

S.NO.	Particulars	Date
1	Insolvency Commencement Date for Coastal Energen Private Limited	February 04, 2022
2	Initial date of publication of invitation for expression of interest	February 10, 2023
3	Initial last date for receipt of expression of interest	February 25, 2023
4	Date of first republication of invitation for expression of interest	February 24, 2023
5	Date of second republication of invitation for expression of interest	March 13, 2023
6	Date of third republication of invitation for expression of interest	April 10, 2023
7	Latest date of receipt of expression of interest	April 17, 2023
8	Revised date of issue of provisional list of prospective resolution applicants	April 27, 2023
9	Revised date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	May 2, 2023
10	Revised date of submission of objections to the provisional list of prospective resolution applicants	May 2, 2023
11	Revised date of issue of final list of prospective resolution applicants	May 12, 2023

S.NO.	Particulars	Date
8	Last date of submission of Resolution Plans	June 1, 2023

Note: The timeline set out herein above is indicative in nature. This invitation is issued pursuant to the order dated February 04, 2022 of Hon'ble NCLT Chennai commencing CIRP. However, Hon'ble NCLAT Chennai in Appeal (AT) Ins 89/2022 had ordered stay of further proceedings of the Committee of Creditors ("CoC") on March 11, 2022, which was vacated on January 06, 2023.

The above-mentioned timelines are subject to further extension/ amendment at the discretion of the CoC.

2. TRANSACTION PROCESS

The transaction process has been outlined below:

1. Issue of Invitation for Expression of Interest ("**EoI**")
2. Confidentiality undertaking to be furnished by the Prospective Resolution Applicants ("**PRAs**"), who meet the eligibility requirements set out in Annexure B herein, along with the supporting documents as required, to be annexed to the EoI.
3. On confirmation of eligibility of the PRA and receipt of the executed confidentiality undertaking, the eligible PRA will be provided with:
 - a. The Information Memorandum and the evaluation matrix prepared as per provisions of the Insolvency and Bankruptcy Code, 2016.
 - b. Access to the data-room to be provided.
 - c. Request for Resolution Plan ("**RFRP**") outlining the next steps along with the evaluation criteria.

3. SUBMISSION OF EXPRESSION OF INTEREST:

- a. Expression of Interest are invited in a plain sealed envelope superscripted as "Expression of Interest of CEPL", in the format set out in Annexure 'A' herein.
- b. Prospective Resolution Applicants should meet the Eligibility Criteria set out as Annexure 'B' herein.
- c. Applicants should submit the EoI along with the supporting documents set out as Annexure 'C' herein.
- d. The details to be provided by the applicant are set out in Annexure 'D' herein.
- e. The undertaking set out in Annexure 'E' herein to be submitted in case of the PRAs being a consortium.

- f. Confidentiality and Non-Disclosure undertaking as set out in Annexure 'F'
- g. Declaration under section 29A of IBC as set out in Annexure 'G'
- h. Applicant shall submit the sealed plain envelope containing a complete set of the documents for the EoI in hard copy stated above/any other document as required by RP/CoC, to the below mentioned address by speed post/ registered post or by hand delivery
- i. All the PRAs including Asset Reconstruction Companies ("ARCs") shall ensure that they are eligible to submit a resolution plan in the CIRP of CEPL as per the extant laws.
- j. A soft copy of EoI along with annexures stated above should also be mailed to the following process specific email address: cirp.coastal@gmail.com and mark a copy to in_cirp_cepl@pwc.com latest by the last date for submission of Expression of Interest. Provided if the PRA had submitted the EoI in soft copy, the PRA may be allowed to submit the physical copies of the EoI along with annexures within 5 working days from the last date for submission of Expression of Interest to the below mentioned address:

Radhakrishnan Dharmarajan

Interim Resolution Professional for Coastal Energen Private Limited

[IBBI Regd No: IBBI/IPA-001/IP-P00508/2017-18/10909]

Correspondence Address:

N0 31, Krishna, 1st Avenue, 100 Feet Road, Ashok Nagar, Chennai- 600083, Tamil Nadu

- k. EoIs not fulfilling the above conditions are liable to be rejected forthwith without any further communication.

NOTE:

- a. The CoC of the CD reserves the right to cancel or modify the process, or to provide dispensation or relaxation from one or more requirements as specified in this invitation for EoI vis-à-vis one or more applicants/PRAs, without assigning any reason and without any liability. This is not an offer document and is issued with no commitment. Applicants should regularly visit the website of the Company, <http://www.coastalenergen.com/> to keep themselves updated on clarifications/ amendments/ time-extensions, if any.
- b. The CoC reserves the right to withdraw the invitation for EoI and change or vary any part thereof at any stage and also reserve the right to disqualify any potential bidder/PRA, should it be so necessary at any stage.
- c. No oral conversations or agreements with the Resolution Professional, advisor to the Resolution Professional or any official, agent or employee of the Resolution Professional, the Company or any member of the CoC shall affect or modify any terms of this invitation for EoI.
- d. Neither the PRAs nor any of their representatives shall have any claims whatsoever against the Resolution Professional, the CoC or any member of the CoC or any of their directors, officials, agents or employees arising out of or relating to this invitation for EoI.

- e. By submitting a proposal/EoI, each PRA shall be deemed to acknowledge that (i) it has carefully read the entire invitation for EoI document and has fully informed itself as to all existing conditions and limitations; and (ii) disqualification of the PRA due to non-compliance with Section 29A of the Insolvency and Bankruptcy Code, 2016 will not attract any litigation from PRA.

Sd/-

Radhakrishnan Dharmarajan

Resolution Professional for Coastal Energen Private Limited IP Registration Number: IBBI/IPA-001/IP-P00508/2017-18/10909

[Email: dharmar@rdhandco.com](mailto:dharmar@rdhandco.com); cirp.coastal@gmail.com

Correspondence Address:

N0 31, Krishna, 1st Avenue, 100 Feet Road, Ashok Nagar, Chennai- 600083, Tamil Nadu

AFA valid upto: Nov 30, 2023

ANNEXURE A

Format of Expression of Interest

[On the letter head of the company/ in case of consortium- the leader submitting interest in submission of Resolution Plan]

Date:

Radhakrishnan Dharmaranjan

Resolution Professional for Coastal Energen Private Limited
N0 31, Krishna, 1st Avenue, 100 Feet Road, Ashok Nagar, Chennai- 600083, Tamil Nadu

E-mail ID (process related): cirp.coastal@gmail.com **and** in_cirp_cepl@pwc.com

Subject: Expression of Interest (“**Eol**”) for submitting Resolution Plan for Coastal Energen Private Limited (“**Corporate Debtor**”) undergoing Corporate Insolvency Resolution Process (“**CIRP**”).

Dear Sir,

In response to the public advertisement in [Insert name of newspaper], dated [] and/or [Insert name of newspaper.], dated [] (“**Advertisement**”) inviting Eol for submission of resolution plans for the Corporate Debtor undergoing corporate insolvency resolution process as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“**IBC**”), we confirm that we have fully understood the eligibility criteria mentioned in Annexure B to the Eol and we meet the necessary threshold and criteria mentioned therein and submit our interest in Eol for submission of a Resolution Plan for the Corporate Debtor.

Along with our interest in Eol, we have also provided information as required in the prescribed format in Annexure C and Annexure D.

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

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

entitle us to participate in the process;

- e) We will continue to meet the eligibility criteria throughout the bid process, and in case of occurrence of any material adverse change affecting the consortium members ability to perform in consortium or where it impairs it/their eligibility criteria, the same shall be intimated immediately;
- f) In case of consortium, we would comply with the eligibility criteria pertaining to equity holding i.e. the lead member must hold at least 26% of total equity participation in the consortium who shall be designated as the lead member with other members having a minimum profit/voting share of 10% in the Consortium.
- g) We are not an ineligible person in terms of provisions of Section 29A of the IBC. We are a 'fit and proper' person and not under any legal disability to be a promoter entity of the Company under the applicable laws including listing agreements, stock exchange requirements and SEBI regulations and guidelines.

Yours Sincerely,

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

Signature:

Name of Signatory:

Designation:

Company Seal/Stamp

1. *In case of Consortium Applicant, the EoI shall be signed by each member.*
2. *The person signing the EoI and other supporting documents should be an authorized signatory supported by necessary board resolutions/authorization letter along with board resolution from all the members of the Consortium which provides authority to the Lead Member to submit documents in the CIRP on behalf of the consortium.*

ANNEXURE B

Eligibility Criteria

Financial Eligibility Criteria:

1. Category A- Individuals, LLP or Trusts whether incorporated in India or outside India
 - Minimum consolidated Tangible Net Worth of **INR 250 Crores** (Indian Rupees Two Hundred and Fifty Crores) as per the latest available audited financials which shall not be earlier than March 31, 2022.
2. Category B - Private/Public Limited Company, Government Organizations or Body Corporate whether incorporated in India or outside India
 - Minimum consolidated Tangible Net Worth of **INR 500 Crores** (Indian Rupees Five Hundred Crores) as per the latest available audited financials which shall not be earlier than March 31, 2022.
3. Category C - Financial Institution (FI)/ Fund / Private Equity (PE)/ Venture Capital (VC) Investor / NBFCs, Domestic/ Foreign Investment Institutions/ARCs, banks and similar entities, who are registered and permitted to be a Prospective Resolution Applicant under applicable law
 - Minimum Asset Under Management (AUM)/ loan portfolio of **INR 1,000 Crores** (Indian Rupees One Thousand Crores) as per latest audited financial statements which shall not be earlier than March 31, 2022, OR
 - Committed funds available for investment/deployment in Indian Companies or Indian assets of **INR 500 Crores** (Indian Rupees Five Hundred Crores) or more as per the latest available statement which shall not be earlier than March 31, 2022.
4. Category D - Consortium
 - At least one of the members must hold at least 26% of total equity participation in the consortium who shall be designated as the lead member with other members having a minimum profit/voting share of 10% in the Consortium
 - The lead member shall meet the criteria of its category, and the overall consortium shall meet the threshold of equivalent Net Worth of at least **INR 500 Crores** (Indian Rupees Five Hundred Crores) on weighted average basis as per the latest available audited financial statements which shall not be earlier than March 31, 2022. For the members falling in:
 - Category A and B – Consolidated Tangible Net Worth shall be used
 - Category C – Higher of AUM / committed funds shall be used
 - All the members of the consortium shall be jointly and severally responsible for compliance with the terms of the invitation for EoI, the request for resolution plan and the resolution

plan submitted by the consortium.

- Each member of the Consortium shall nominate and authorize a Lead Partner to represent and act on behalf of the members of the Consortium and should have authority to bind, represent and take decisions on behalf of the Consortium. Such Lead Partner shall be the single point of contact on behalf of the Consortium with the Resolution Professional and the CoC, their representative and advisors in connection with all matters pertaining to the Consortium.
- All the other members of the Consortium would need to have a minimum profit/voting share of 10% in the Consortium.
- Any change in the consortium shall require the prior approval of the CoC.
- If any resolution applicant(s) from Category A or B or C or member of the Consortium is disqualified under Section 29A of the Code, then the entire Consortium or such Resolution Applicant or members of such Consortium shall stand disqualified.
- If one member is a part of any other category or any other consortium which is submitting Expression of Interest herein then that member cannot be a part of another group of consortium or category which is also submitting Expression of Interest for Coastal Energen Private Limited.
- The Tangible Net Worth / AUM or committed funds requirement for the Lead Partner of the successful resolution applicant will continue to be applicable until the resolution plan is implemented by the successful resolution applicant post approval by the Hon'ble National Company Law Tribunal. All the members of the Consortium shall be jointly and severally responsible for legal compliance and compliance with the terms of this document, the request for resolution plans and the relevant resolution plan.

Notes:

- "Tangible Net Worth" shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet. Reserves created due to revaluation of assets, write-back of depreciation and amalgamation will not be considered. Translation loss or gains as well as gain or losses due to "Mark to Market" adjustments shall also not qualify for calculation of tangible net worth.
- Calculation of Tangible Net Worth/AUM/funds available criteria shall be duly certified by the practicing Chartered Accountant/ statutory auditor of the prospective resolution applicant.
- In case Prospective Resolution Applicants are located outside India, then for the demonstration of the relevant eligibility criteria, the currency conversion rate shall be as per the reference rates published by the Reserve Bank of India on its website for different currencies. Such rate should be of the day immediately preceding the date of EoI, or as near to the date as possible (only in case the rate is unavailable on the preceding date) and the date of which the rates have been used should also be indicated in the EoI.
- Entities with their financial year ending on a date other than March 31, may demonstrate the eligibility based on the latest audited annual accounts not older than March 31, 2022.
- It may be noted that eligibility criteria for inviting resolution plans is determined with the

approval of CoC of the Corporate Debtor and may be amended or changed at any stage. The RP/ CoC reserve the right to cancel or modify the process and/or reject / disqualify any interested party/bid/offer at any stage of the resolution process and without any liability.

- The RP's decision shall be final and binding on all the prospective resolution applicants with respect to evaluation of their eligibility including but not limited to Tangible Network, AUM, Committed Fund and technical capacity, as per the invitation for EOI for submission of Resolution Plan for CEPL.

Illustrations for eligibility of consortium on the financial capacity parameter of the PRAs

Illustration 1: Consortium of different members of Category A

PRA is a consortium of different members of Category A with consolidated Tangible Net Worth and proposed shareholding in the consortium as follows:

PRAs	Category	Consolidated Net Worth (INR Cr.)	Proposed shareholding in the consortium
Investor 1 (Lead)	Category A	600.0	51%
Investor 2	Category A	400.0	30%
Investor 3	Category A	450.0	19%

The consolidated Tangible Net Worth (NW) of the consortium shall be calculated as weighted average of individual member's consolidated NW (value of negative NW members shall be considered as Nil) basis their proposed equity participation in the consortium as below:

PRAs	Net Worth (A) (INR Cr.)	Proposed shareholding in consortium (B)	Weighted average Net Worth (A*B) (INR Cr.)
Investor 1 (Lead)	600.0	51%	306.0
Investor 2	400.0	30%	120.0
Investor 3	450.0	19%	85.5
Total			511.5

The above consortium is **eligible** due to the following:

- The lead member of the consortium is having more than 26% of shareholding in the consortium
- All the other members of the consortium are having at least 10% shareholding
- The lead member of the consortium is meeting the minimum net worth eligibility criteria of category A i.e., INR 250 Cr
- The consortium is having weighted average Net Worth of INR 511.5 Cr. which is higher than the minimum required weighted average Net Worth of INR 500.0 Cr. for the consortium. The consortium is meeting the threshold.

Illustration 2: Consortium of different members of Category B

PRA is a consortium of different members of Category B with consolidated Tangible Net Worth and proposed shareholding in the consortium as follows:

PRA	Category	Consolidated Net Worth (INR Cr.)	Proposed shareholding in the consortium
Investor 1 (Lead)	Category B	1,250.0	51.0%
Investor 2	Category B	850.0	30.0%
Investor 3	Category B	600.0	19.0%

The consolidated Tangible Net Worth (NW) of the consortium shall be calculated as weighted average of individual member's consolidated NW (value of negative NW members shall be considered as Nil) basis their proposed equity participation in the consortium as below:

PRA	Net Worth (A) (INR Cr.)	Proposed shareholding in consortium (B)	Weighted average Net Worth (A*B) (INR Cr.)
Investor 1 (Lead)	1,250.0	51.0%	637.5
Investor 2	850.0	30.0%	255.0
Investor 3	600.0	19.0%	114.0
Total			1,006.5

The above consortium is **eligible** due to the following:

- The lead member of the consortium is having more than 26% of shareholding in the consortium and is meeting the minimum networth eligibility criteria of category B i.e., INR 500 Crs
- All the other members of the consortium are having at least 10% shareholding
- The lead member of the consortium is meeting the minimum net worth eligibility criteria of category B i.e., INR 500 Cr
- The consortium is having weighted average Net Worth of INR 1,006.5 Cr. which is higher than the minimum required weighted average Net Worth of INR 500.0 Cr. for the consortium. The consortium is meeting the threshold.

Illustration 3: Consortium of different members of Category C

PRA is a consortium of different members of Category C with AUM and Committed funds available for investment/deployment in Indian companies and proposed shareholding in the consortium as follows:

PRA	Category	AUM (INR Cr.)	Committed funds (INR Cr.)	Proposed shareholding in the consortium
Investor 1 (Lead)	Category C	1,200.0	450.0	51%
Investor 2	Category C	400.0	750.0	30%
Investor 3	Category C	550.0	200.0	19%

The weighted average equivalent AUM of the consortium shall be computed as follows:

PRAs	Higher of AUM/Committed Funds (A) (INR Cr.)	Proposed shareholding in the consortium (B)	Weights (C)	Weighted average equivalent AUM (A*B*C) (INR Cr.)
Investor 1 (Lead)	1,200.0	51%	100%	612.0
Investor 2	750.0	30%	200%	450.0
Investor 3	550.0	19%	100%	104.5
Total				1,166.5

The above consortium is **eligible** due to the following:

- The lead member of the consortium is having more than 26% of shareholding in the consortium. The lead member of the consortium is meeting the minimum AUM eligibility criteria of category C i.e., INR 1,000 Cr
- All the other members of the consortium are having at least 10% shareholding for all members of the consortium under Category C, the higher of AUM and committed funds shall be utilized for determining the weighted average equivalent AUM of the consortium. For AUM a further weight of 100% shall be applied and in case of committed funds, a weight of 200% shall be applied. Accordingly, the weighted average equivalent AUM of the consortium has been calculated as INR 1,166.5 Cr. which is higher than the minimum required weighted average equivalent AUM of INR 1,000.0 Cr. for such consortium.

Illustration 4: Consortium of different members of Category A, B and C

PRA is a consortium of different members of Category A, B and C with NW, AUM and Committed funds available for investment/ deployment in Indian companies and proposed shareholding in the consortium as follows:

PRAs	Category	NW (INR Cr.)	AUM (INR Cr.)	Committed funds (INR Cr.)	Proposed shareholding in the consortium
Investor 1	Category A	250.0	NA	NA	10.0%
Investor 2	Category B	650.0	NA	NA	10.0%
Investor 3	Category C	NA	800.0	760.0	30.0%
Investor 4 (Lead)	Category C	NA	380.0	650.0	50.0%

The weighted average equivalent Net Worth of the consortium shall be computed as follows:

PRAs	NW or Higher of AUM/Committed Funds (A) (INR Cr.)	Proposed shareholding in the consortium (B)	Weights (C)	Weighted average equivalent Net Worth (A*B*C) (INR Cr.)
Investor 1	250.0	10.0%	100%	25.0
Investor 2	650.0	10.0%	100%	65.0
Investor 3	800.0	30.0%	50%	120.0

Investor 4 (Lead)	650.0	50.0%	100%	325.0
Total				535.0

The above consortium is **eligible** due to the following:

- The lead member of the consortium is having more than 26% of shareholding in the consortium.
- All the other members of the consortium are having at least 10% shareholding.
- The lead member of the consortium is meeting the minimum committed funds eligibility criteria of category C i.e., INR 500 Cr
- For determining the weighted average equivalent Net Worth, a weight of 100% shall be used for any member from Category A and Category B
- For member from Category C, the higher of AUM and committed funds shall be utilized. In case AUM is used, a further weight of 50% shall be applied while in case of committed funds, a weight of 100% shall be applied to determine the weighted average equivalent Net Worth of the consortium.
- Accordingly, the weighted average equivalent Net Worth of the consortium has been calculated as INR 535.0 Cr. which is higher than the minimum required weighted average equivalent Net Worth of INR 500.0 Cr. for the consortium.

Technical Eligibility Criteria (to be self-certified by PRA):

- The PRA, directly or through an Affiliate(s)/Group Company(s), should either have developed and/ or is currently operating aggregate thermal power plant capacity of at least 300 MW as on the date of submission of EoI. The Affiliate and Group Company for this purpose would be defined as under:

"**Affiliate**" with respect to any person shall mean any other person which, directly or indirectly: (1) Controls such person; or (2) is Controlled by such person; or (3) is Controlled by the same person who, directly or indirectly, Controls such person

"**Control**" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner. The term "Controlled" shall be read in accordingly.

"**Group Company**" shall in relation to another company, means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and shall include (i) a joint venture company; (ii) an Affiliate; (iii) an associate company; and (iv) a person or company which is not eligible to submit a resolution plan in terms of Section 29A of the Insolvency and Bankruptcy Code, 2016,
OR

- In case where the PRA does not have the experience in developing or operating a thermal power project, such PRA may enter into a tie-up with a technical partner who meets the above technical criteria or engage an operations and management (O&M) contractor who is operating aggregate thermal power capacity of at least 300 MW and who meets the above technical criteria, for a period of at least 2 (two) years.

OR

- The PRA shall submit an undertaking stating and demonstrating the methodology to be adopted by the PRA to run the operations of CEPL.

ANNEXURE C

Documents to be submitted along with EoI

S. No.	Private/Public Limited Company, LLP, Trusts, Government Organizations or Body Corporate whether incorporated in India or outside India [Category A and B]	<u>Financial Institution (FI)/ Fund / Private Equity(PE)/ Venture Capital (VC)Investor / NBFCs, Domestic/ Foreign Investment Institutions/ ARCs, banks and similar entities, who are registered and permitted to be a Prospective Resolution Applicant under applicable law</u> [Category C]	Sole Individual investor [Category A]
1	Profile of the PRA (As per Annexure D)	Profile of the PRA (As per Annexure D)	Profile of the PRA (As per Annexure D)
2	Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA)	Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA)	Government ID proofs
3	Audited financial statement at the end of the immediately preceding completed financial year, but not earlier than March 31, 2022	Audited financial statement at the end of the immediately preceding completed financial year, but not earlier than March 31, 2022	Income tax returns for preceding 3 (three) years.
4		Relevant statement of funds availability of the RA and/ or promoter/ promoter group or any other group company, as per the eligibility criteria.	
5	Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying NW as at end of last 3 financial years	Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying AUM as at end of last 3 financial years and Committed funds as at 30 th June 2022 or later.	Certificate from Chartered Accountant certifying net worth as at end of last 3 financial years

S. No.	Private/Public Limited Company, LLP, Trusts, Government Organizations or Body Corporate whether incorporated in India or outside India [Category A and B]	<u>Financial Institution (FI)/ Fund / Private Equity(PE)/ Venture Capital (VC)Investor / NBFCs, Domestic/ Foreign Investment Institutions/ ARCs, banks and similar entities, who are registered and permitted to be a Prospective Resolution Applicant under applicable law</u> [Category C]	Sole Individual investor [Category A]
6	Confidentiality Undertaking duly executed on stamp paper of appropriate value of not less than INR 600/- (As per Annexure F)	Confidentiality Undertaking duly executed on stamp paper of appropriate value of not less than INR 600/- (As per Annexure F)	Confidentiality Undertaking duly executed on stamp paper of appropriate value of not less than INR 600/- (As per Annexure F)
7	Declaration under 29A of IBC duly executed on stamp paper of appropriate value of not less than INR 600/- (As per Annexure G)	Declaration under 29A of IBC duly executed on stamp paper of appropriate value of not less than INR 600/- (As per Annexure G)	Declaration under 29A of IBC duly executed on stamp paper of appropriate value of not less than INR 600/- (As per Annexure G)

- *The above documents including certificates are required for each of the consortium members*
- *In case of consortium, Annexure E also needs to be submitted by all the consortium members*
- *The relevant documents of the consortium agreement shall also be attached*

ANNEXURE D

Details of Potential Resolution Applicant

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

1. Name and Address:
 - a. Name of the Firm! Company! Organization! sole individual:
 - b. Address:
 - c. Telephone No:
 - d. FAX:
 - e. Email:
2. Name and Address (with proof) of the firm/company/organization/sole individual:
3. Date of Establishment/ Date of Birth (for sole individual):
4. Core Area of Expertise:
5. Contact Person:
 - a. Name:
 - b. Designation:
 - c. Telephone No:
 - d. Email:
6. Company/FI Profile:

Company Financial Profile (consolidated /standalone as applicable):

(INR in Crores)

Company profile	Private/Public Limited Company, LLP, Trusts, Government Organizations or Body Corporate, whether incorporated in India or outside India	Financial Institutions (FI)/ Funds / Private Equity (PE) Investors/ Any other applicant	Sole Individual Investor
As at 31 Mar 20	NW	AUM or Committed Funds	Net Worth
As at 31 Mar 21	NW	AUM or Committed Funds	Net Worth
As at 31 Mar 22	NW	AUM or Committed Funds	Net Worth

In case of consortium, the above details are to be shared for each of the consortium members. Further, the fulfilment of qualification criteria must be clearly identified/certified herein.

7. Experience of the Company in the relevant sector.

8. Experience of the applicant in acquisition / turnaround of stressed assets
9. Applicant's overall management strength
10. Latest Credit Rating, if any (copy to be enclosed)
11. Statement of eligibility under technical capacity along with details and supporting documents

ANNXURE E

(To be executed on stamp paper of appropriate value of not less than INR 600/-)

To,

Dear Sir,

SUBJECT: UNDERTAKING FOR EQUITY PARTICIPATION

This is in relation to the corporate insolvency resolution process of Coastal Energen Private Limited. In response to the public advertisement in [Insert name of newspaper], dated [] and/or [Insert name of newspaper.], dated [] ("**Advertisement**") for invitation for Expression of Interest for the Corporate Debtor undergoing corporate insolvency resolution process as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**IBC**"), we have submitted an EoI as a consortium. The members of the consortium are as follows:

[Insert names of the members along with their share in the consortium and indicate the lead member]

As required in terms of the EoI, we agree and undertake that [(for lead member) we will hold at least 26% of the equity participation in the consortium (for other members) we shall maintain a minimum profit/voting share of 10%]. We further agree and undertake that all the members of the consortium shall be jointly and severally responsible for compliance with the terms of the EoI, the request for resolution plan and the resolution plan submitted by the consortium.

SIGNED AND DELIVERED by [insert]

ANNEXURE F

(To be affixed on the required stamp paper as per the state law and to be notarized)

CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

This Undertaking made on Day _____ of _____, 2023. ("Effective Date")

In favour of:

RADHAKRISHNAN DHARMARAJAN, Insolvency Professional having registration No. IBBI/IPA-001/IP-P00508/2017-18/10909 (hereinafter referred to as **RADHAKRISHNAN DHARMARAJAN** or **DISCLOSING PARTY**) having place of business at RDH & Co Chartered Accountants, NO 31, Krishna, 1st Avenue, 100 Feet Road, Ashok Nagar, Chennai- 600083, Tamil Nadu.

By

1. _____, (Through Mr. _____) (hereinafter referred to as **PROSPECTIVE RESOLUTION APPLICANT** or **RECEIVING PARTY**) having its place of business at _____ (The Disclosing Party and Receiving Party are individually referred to as a "**Party**" and collectively referred to as the "**Parties**")

The terms "**RADHAKRISHNAN DHARMARAJAN**" and "**RECEIVING PARTY**" shall include each Party's Partners, Associates and their respective Officers, advisors and Employees ("Affiliates"), and the rights and obligations of the Parties hereto therefore also shall inure to such Affiliates and may be enforced directly by or against such Affiliates. As an express condition to the Disclosing Party disclosing Confidential Information to the Receiving Party, the Receiving Party undertakes as follows:

WHEREAS

- A. **RADHAKRISHNAN DHARMARAJAN** has been appointed as the Interim Resolution Professional for M/s **Coastal Energen Private Limited** ("Company" or "Corporate Debtor") pursuant to the order dated February 04, 2022 passed by Hon'ble National Company Law Tribunal, Chennai Principal Bench - I. In its second CoC meeting held on January 11, 2023, he was appointed as the Resolution Professional. He is presently carrying out Corporate Insolvency Resolution Process ("CIRP") of the Corporate Debtor. As the Corporate Debtor owns, controls or holds the Confidential Information (as defined hereinafter) and the Receiving Party has requested that the Disclosing Party discloses the Confidential Information pertaining to the Corporate Debtor to the Receiving Party for submission of Expression of Interest and submission of Resolution Plan for the Corporate Debtor under the Insolvency and Bankruptcy Code, 2016 ("Code") and regulations thereof. ("Purpose").
- B. _____, **the Receiving Party** has accordingly requested **RADHAKRISHNAN DHARMARAJAN** to share the relevant documents related to the Corporate Debtor and Corporate Insolvency Resolution Process ("CIRP") as defined under the term 'Confidential Information'.
- C. **RADHAKRISHNAN DHARMARAJAN** in terms of the IBC code and regulations made

thereunder has requested the Receiving Party to enter into Confidentiality and Non-Disclosure Undertaking ("Undertaking") to enable him to share any document(s) pertaining to the Corporate Debtor and CIRP.

Accordingly, the Parties have agreed as under:

"Confidential Information" in this Undertaking means all information and any idea in whatever form, whether disclosed to pertaining in any manner to the business of the Company disclosed by Disclosing Party, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labeled as Confidential by the Disclosing Party. "Confidential Information" includes, without limitation, the following: (a) Schematics, Techniques, Employee Suggestions, Development tools and Processes, Computer Printouts, Computer Programs, Design, Drawings and Manuals, and Improvements; (b) Information about the business or CIRP of the Corporate Debtor (c) Information about the Costs, Profits, Markets and Sales; (d) Plans for future development and new product concepts; and (e) All Documents, Books, Papers, Drawings, Models, Sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments.

NON-DISCLOSURE: The Receiving Party shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to employees, advisors who need to know such information to evaluate the possible business transaction with the Disclosing Party and who have signed agreements that obligate them to treat Confidential Information as required under this Undertaking.

The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own Confidential Information. Each Party agrees that it will not interfere with or circumvent any business of the other Party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account.

NO OBLIGATION OF CONFIDENTIALITY: The obligation of confidentiality shall not apply with respect to any particular portion of Confidential Information if:

- a. It is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- b. It enters the public domain through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- c. It was in the Receiving Party's possession, free of any obligation of confidence, at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- d. It was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- e. Such information was developed by employees or agents of the Receiving Party,

independently of and without reference to the Confidential Information and the Receiving Party has evidence of such independent development.

RETURN OF CONFIDENTIAL INFORMATION: Within ten (10) business days following either a request from the Disclosing Party or the completion of business dealings between the Parties hereto, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within fifteen (15) business days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

USE OF INFORMATION BY THE RECEIVING PARTY: The Receiving Party agrees to use the Confidential Information only for the Purpose mentioned in this Undertaking.

Further, the Receiving Party shall not disclose the confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder. The Receiving Party agrees to use reasonable means, not less than those used to protect its own Confidential Information.

OWNERSHIP OF INFORMATION: The Disclosing Party hereto retains title to its respective Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party. Further, each Party represents that it has no undertaking with any other party that would preclude its compliance with this Undertaking.

REMEDIES: The Receiving Party recognizes that its violation of this Undertaking could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees that the Disclosing Party may have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Undertaking and for any other relief the Disclosing Party deems appropriate. This right may be in addition to any other remedy available to the Disclosing Party in law or equity.

VALIDITY: This Undertaking shall expire one (1) year from the Effective Date or completion of CIRP whichever is later. Unless extended by mutual written consent of the Parties.

The Receiving Party will not engage in any direct or indirect communication with the clients of Disclosing Party without the knowledge of the Disclosing Party. If the Receiving Party engages in any direct or indirect communication with the client of Disclosing Party during the tenure of this Undertaking without the knowledge of the Disclosing Party, it will be treated as a material breach of Undertaking by the Receiving Party. The Receiving Party will be liable to pay damages to the Disclosing Party.

This right may be in addition to any other remedy available to the Disclosing Party in law or equity.

SURVIVAL: Each Party's duty of confidentiality under this Undertaking regarding the Confidential Information shall survive the termination of this Undertaking.

GENERAL: This Undertaking shall be binding upon for the benefit of the Parties and their respective successors and assigns. Failure to enforce any provision of this Undertaking shall not constitute a waiver of any term hereof. This Undertaking supersedes and replaces any existing undertaking entered into by the Parties relating generally to the same subject matter and may be modified only in writing signed by the Parties.

This Undertaking contains the entire undertaking between the Parties with respect to the subject matter hereof and shall be governed by the laws of India. This Undertaking may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

Any dispute, controversy or claim arising out of or relating to this Undertaking shall be referred to and finally be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 by a sole arbitrator. The place of arbitration shall be Ahmedabad, India and the language of the arbitration shall be English. The parties undertake to be bound by and implement the arbitration award. This Undertaking and the terms shall be governed by and construed in accordance with the laws of India. However, before going for arbitration, both the Parties will need to make all reasonable efforts to settle the matter amicably between themselves.

This Undertaking constitutes the entire Undertaking between **RADHAKRISHNAN DHARMARAJAN** and

Any modification shall be in writing and signed by both Parties.

This Undertaking will come into effect upon the Receiving Party signing this page.

ACCEPTED AND AGREED:

.....

Through Authorised Representative

Mr.

(Designation)

(RECEIVING PARTY)

In Presence of

ANNEXURE G

DECLARATION UNDER SECTION 29A OF IBC

Execution instructions:

[To be on non-judicial stamp paper of appropriate value of not less than INR 600/-. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the expression of interest / resolution plan are appropriately apostilled, and stamp duty paid in India before submission to Resolution Professional.]

The execution of this affidavit must be authorized by a duly passed resolution of the board of directors of the prospective resolution applicant or any sub-committee of the board (if so authorized by the board).

Each page of the affidavit is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the deponent must affix his/her full signature and additionally affix the rubber stamp seal of the prospective resolution applicant.

Where the resolution applicant is a consortium, said affidavit shall be furnished by each member of the consortium.

Kindly fill in the requisite details in each of the items where information is left blank or has been sought.]

AFFIDAVIT

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

1. That I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the Resolution Applicant in terms of the [resolution of its board of directors/ power of attorney- to provide other necessary details of such authorization]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. I hereby unconditionally state, submit and confirm that the Resolution Applicant is not disqualified from submitting an expression of interest in respect of the Company, pursuant to the provisions of the Code.
3. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Insolvency and Bankruptcy Code, 2016, as amended from time to time ("Code") of (a) the Resolution Applicant or (b) any person acting jointly or in concert with the Resolution Applicant) and nor any other person covered under Section 29A of the Code:
 - a. is an undischarged insolvent;

- b. is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- c. is at the time of submission of the expression of interest and / or resolution plan a person who,
 - i. has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, or
 - ii. controls or manages or is the promoter of a corporate debtor whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force; and such classification has continued for a period of one year or more from the date of such classification till the date of commencement of the corporate insolvency resolution process of the Company and all such overdue amounts along with interest, costs and charges thereon have not been fully repaid at the time of submission of expression of interest and / or resolution plan,¹
- d. has been convicted for any offence punishable with imprisonment –
 - (i) for two years or more under any statute specified under the Twelfth Schedule of the Code and two years have not passed from the date of release from such imprisonment; or
 - (ii) for seven years or more under any law for the time being in force and two years have not passed from the date of release from such imprisonment;

Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A;

- e. is disqualified to act as a director under the Companies Act, 2013; Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A;
- f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g. has been a promoter or in the management of or control of a corporate debtor in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Hon'ble National Company Law Tribunal (or its appellate tribunal / court) under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place without any contribution by the

¹ If the resolution applicant is a financial entity and is not a related party of the corporate debtor, taking into consideration the Explanation I to Section 29A(c) of the Code, such person may delete this provision. Further, in case Explanation II to Section 29A(c) is applicable, resolution applicant may insert an exception to this clause in terms thereof, upon identification of the concerned entity whose prior resolution plan was approved, and timeline as to when such plan was approved.

Resolution Applicant in an entity acquired by the Resolution Applicant, prior to such acquisition by way of a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or court);

- h. has executed a guarantee in favour of a creditor, in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code and such guarantee has been invoked by the creditor and remains unpaid in full or in part; and
 - i. is subject to any disability, corresponding to the aforesaid conditions under any law in a jurisdiction outside India.
 - j. is otherwise not disqualified under the provisions of Sec 29A of the IBC as amended from time to time.
4. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons as required under Regulation 38(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as applicable to the corporate insolvency resolution process of the Company.
5. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Code) has:
- a. withdrawn or sought any deviation to its resolution plan in any corporate insolvency resolution process, or avoided or delayed or defaulted in the implementation of the resolution plan approved by the committee of creditors / Adjudicating Authority; or delayed or failed to implement any conditions as contained in the process document/ note issued under any corporate insolvency resolution process (including the submission of any guarantee / security documents as envisaged under the process document / note of any corporate insolvency resolution process);
 - b. had any resolution plan filed by it withdrawn / rejected or applied to be withdrawn / rejected from the Adjudicating Authority / committee of creditors owing to any non-compliance / default by it;
 - c. failed to implement its resolution plan approved by committee of creditors / Adjudicating Authority in accordance with its terms; or
 - d. in order to avoid the obligations under its resolution plan approved by committee of creditors / Adjudicating Authority, challenged the process document / note or process thereunder issued by a resolution professional / committee of creditors with respect to a corporate insolvency resolution process, in any court of law or sought any deviation from the resolution plan submitted by it which is not acceptable to the committee of creditors of the relevant matter.
6. That the Resolution Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code (read with the relevant regulations framed there under) to submit an expression of interest and a resolution plan and it shall provide all documents, representations and information as may

be required by the RP or the CoC to substantiate that the Resolution Applicant is eligible under the Code and the rules and regulations thereunder to submit a resolution plan in respect of the Company.

7. That the Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.
8. That the Resolution Applicant understands that the RP and the CoC may evaluate the expression of interest and / or resolution plan to be submitted by the Resolution Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Resolution Applicant under this affidavit.
9. That the Resolution Applicant agrees that each member of the CoC and the RP are entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility and assessing, agreeing and approving the resolution plan submitted by the Resolution Applicant.
10. That in the event any of the statements contained herein are found to be untrue or incorrect, then the Resolution Applicant unconditionally agrees to indemnify and hold harmless the RP and each member of the CoC against any losses, claims or damages incurred by the RP and / or the members of the CoC on account of such ineligibility of the Resolution Applicant.
11. That the Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Resolution Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Company, after the submission of this affidavit.
12. That if, at any time after the submission of this affidavit and before the approval of the Resolution Applicant's resolution plan by the Hon'ble National Company Law Tribunal under the Code, the Resolution Applicant becomes ineligible to be a resolution applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the IRP/RP and the CoC.
13. That this affidavit shall be governed in accordance with the laws of India and the NCLT, Chennai /Courts of Chennai shall have the exclusive jurisdiction over any dispute arising under this affidavit.

SOLEMNLY AFFIRMED AT _____ ON THIS THE [] DAY OF [] 2023

DEPONENT

**Before me,
Notary/ Oath Commissioner**

VERIFICATION:

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

Verified at [], on this the [] day of [] 2023.

DEPONENT