



KNK CONSTRUCTION PRIVATE LIMITED

**Invitation for Expression of Interest
for Submission of Resolution Plan.**

Invited by:

KONDURU PRASANTH RAJU

IBBI/IPA-002/IP-N00708/2018-2019/12200

Resolution Professional

KNK Construction Private Ltd

Email ID: ipkpraju@gmail.com

Communication Email ID: ipknkc@gmail.com

1. COMPANY OVERVIEW:

- 1.1 KNK Construction Private Limited is a Private Limited company incorporated in 2006 having its registered office in Bengaluru, Karnataka.
- 1.2 The Company delivers world-class engineering & construction services and are among top Indian infrastructure companies.
- 1.3 The Company has 6 ongoing projects and 35 closed projects. Ongoing projects are at Bengaluru, Chennai, Mangalore, Surathkal, Goa. The other projects which are closed were located in different parts of India.
- 1.4 The Company is a part of a KNK Group which has its flagship name established in the construction segment at South India.

2. INITIATION OF CIRP PROCESS AND APPOINTMENT OF INTERIM RESOLUTION PROFESSIONAL/ RESOLUTION PROFESSIONAL.

- 2.1 The Operational Creditor M/s RDC Concrete India Ltd has filed case against KNK Construction Pvt Ltd and the existing credit facilities of M/s. KNK Construction Private Limited are currently classified as non-performing assets by lenders for defaulting on its debts service obligation.
- 2.2 The Hon'ble National Company Law Tribunal, Bengaluru Bench by its order dated 11th December, 2019 ("Order"), ordered the commencement of corporate insolvency resolution process ("CIRP") in respect of M/s. KNK Construction Private Limited under the provisions of the Insolvency and Bankruptcy Code, 2016 ("IBC") and subsequent amendments thereof and appointed Mr. Konduru Prasanth Raju as Interim Resolution Professional.
- 2.3 Thereafter, the Committee of Creditors have approved and confirmed the appointment of Mr.Konduru Prasanth Raju as Resolution Professional ("RP") in the Committee of Creditors Meeting with the majority of voting rights.

- 2.3 In accordance with section 17(1) (b) read with section 23(2) of the IBC, the powers of Board of Directors of the Company are suspended and such powers were vested with the IRP/RP from the date of the Order. The Resolution Professional has constituted the CoC

in accordance with the provisions of IBC and as per directions of the CoC, RP is inviting Expression of Interest ("EOI") from prospective Resolution Applicants ("Resolution Applicants") to submit Resolution Plans in accordance with the provisions of IBC read with Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("CIRP Regulations").

3. PROCESS STAGES:

- 3.1 Publication of Form G.
- 3.2 Submission of EOI by Prospective Resolution Applicants ("RAs").
- 3.3 Submission of the Annexures and relevant documents alongwith EOI for eligibility.
- 3.4 Opening of EOI & Issue of Provisional List of RAs & communication of objections, if any.
- 3.5 Submission of objections to provisional list.
- 3.6 Communication of confirmation to shortlisted RAs along with the timelines for process.
- 3.7 Signing of confidentiality undertaking by the shortlisted RAs as provided by the RP.
- 3.8 Request for Resolution Plan ('RFRP') outlining the next steps along with the evaluation criteria.
- 3.9 On signing of the confidentiality undertaking the shortlisted RAs will be provided with the Information Memorandum prepared as per provisions of the IBC.
- 3.10 Access to the data-room to be provided for limited due diligence to shortlisted eligible entities.

4. SUBMISSION OF EOI:

- 4.1 Applicants should meet the Eligibility Criteria as set out in **Annexure 'A'**.
- 4.2 Expression of Interest (EOI) is invited in a plain sealed envelope superscribed as "Expression of Interest for participating in CIRP of M/s. KNK Construction Private Limited", in the format as set out in **Annexure 'B'**.
- 4.3 Applicants should submit the EOI along with the supporting documents set out in **Annexure 'C', C-1**.
- 4.4 The details of the applicant as set out in **Annexure 'D'**.
- 4.5 Undertaking as set out in **'Annexure E'** to be submitted in case of consortium.
- 4.6 Notarized Affidavit under sec 29A of Insolvency and Bankruptcy Code, 2016 in prescribed format. **'Annexure F'**.
- 4.7 The Prospective RA' s should submit Rs.15 Lakhs (Fifteen Lakhs Only) as EMD at the time of submission of "Expression of Interest" favouring KNK Construction Pvt Ltd either through RTGS or DD. The same may be refunded and/or adjusted after the final result.

The RAs shall submit a complete set of the EOI in soft copy along with annexures stated above via Email to ipknkc@gmail.com

EOIs not fulfilling the above conditions are liable to be disqualified without any further communication.

5. LAST DATE OF SUBMISSION OF EOI:

- 5.1 The last date for submission of EOI is **22nd June 2020**, which may be extended at the sole discretion of RP / CoC.
Due to the current situation prevailing the date is relaxed/extended From 10th April, 2020 to the above date accordingly.
- 5.2 In case EOI is not submitted by the specified time period, then the participation can only be allowed if the time period is extended by the RP/CoC.

NOTE:

- 5.A It may be noted that the terms and conditions for inviting any Resolution Plan shall be determined only with the approval of CoC of M/s. KNK Construction Private Limited and may be changed or amended at any stage. CoC / Resolution Professional reserves the right to suspend / abandon cancel / extend or modify the process terms and / or reject or disqualify any Prospective Resolution Applicant's EOI /Resolution Plan / offer at any stage of the bid process without assigning any reason and without any liability.
- 5.B RP/CoC reserve 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 prospective resolution applicants, should it be so necessary at any stage.
- 5.C No oral conversations or agreements with 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.

- 5.D Neither the RAs nor any of representatives of the RAs shall have any claims whatsoever against the Resolution Professional 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.
- 5.E By submitting a proposal, each prospective resolution applicant shall be deemed to acknowledge that it has carefully read the entire invitation for EOI and has fully informed itself as to all existing conditions and limitations.
- 5.F Criteria for Eligibility - EOIs of only those interested parties who meet the eligibility criteria specified in **Annexure 'A'** will be considered. EOIs which do not meet the criteria shall be rejected with no further communication to the rejected applicants.
- 5.G The RP reserves the right to independently verify, disqualify, reject and / or accept any and all EOIs, without assigning any reasons thereof.
- 5.H The RP reserves the right to require the prospective resolution applicants / interested parties to provide any additional documentation or information in relation to the EOI.
5. I By accepting the terms of this document, the interested parties hereby agree and release the Resolution Professional, irrevocably, unconditionally, fully and finally, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations set out under this document, and / or in connection with the bidding process, and waives any and all rights and / or claims the interested parties may have in this respect, whether actual or contingent, whether present or in future.

ANNEXURE A**Eligibility Criteria**

EOI would be subject to evaluation of the Financial Capacity of the Prospective Resolution Applicant:

A. FINANCIAL CAPACITY:**I. Category A - Private/Public Limited Company, LLP, Body Corporate ('Body Corporates'), whether incorporated in India or outside India.**

<u>1.</u>	Minimum standalone Net worth (NW) of	Rs. 25 Crores or more (as per Companies Act, 2013 or in case of NBFC'S, as per applicable RBI regulations) as on 31st March 2020. Or Latest available financial statements, but not earlier than twelve months from the date of submission of EOI.
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**II. Category B - Financial Institutions (FI)/
Venture Capital Funds / Private Equity (PE) Investors/ ARC's.**

1.	Minimum Assets Under Management (AUM) FOR	
1.1.	VC's / PE's Investors	Rs. 500 Crores or more as on 31st March, 2020. OR
1.2.	ARC's	Rs. 50 Crores or more as on 31st March, 2020.
2.	Committed Funds Available for Investment / Deployment in Indian Companies or Indian Assets of	Rs. 50 Crores or more as at 31st March, 2020.

III. Category C - Individual Investors/ Consortium Applicants:

Minimum consolidated net worth of	Rs. 10 Crores at sole or at the consortium level as on 31st March, 2020.
Net Worth of consortium shall be calculated as weighted average of individual member's Net Worth (value of negative Net Worth members shall be considered as Nil) basis for their proposed participation in the consortium.	
At least one of the members must hold at least 51% total equity participation in the consortium who shall be designated as the lead member. All other members would need to have a minimum stake of 10% each in the consortium.	
All the members of the consortium shall be jointly and severally responsible for compliance with the terms of the invitation for submission of EOI, the request for resolution plan and the resolution plan submitted by the consortium.	

B. TECHNICAL CAPACITY

In addition to the above, the following shall be considered as advantage:

- a. Experience of the applicant in Construction and/or Related industry.
- b. Applicant's overall management strength.

ANNEXURE B

Format of Expression of Interest

[On the letter head of the company/ in case of consortium- the leader submitting the EOI]

Date:

To,

KONDURU PRASANTH RAJU.
IBBI/IPA-002/IP-N00708/2018-2019/12200.
Resolution Professional in the matter of CIRP of
M/s. KNK Construction Private Limited.
E-mail ID: ipknkc@gmail.com

Subject: Expression of Interest ("EoI") for submitting Resolution Plan for M/s. KNK Construction Private Limited. ("Corporate Debtor") undergoing Corporate Insolvency Resolution Process (CIRP).

Respected Sir,

In response to the public advertisement in FORM G in _____, dated _____dd/mm/yyyy ("Advertisement") inviting EoI for submission of resolution plans ("Resolution Plan") 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 understood the eligibility criteria and other terms & conditions mentioned in **Annexure A** to the EOI and meet the necessary threshold and criteria mentioned therein and submit our EOI for submission of a Resolution Plan for the Corporate Debtor.

Along with our EOI, 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 EOI and Annexures is true, correct, complete, and accurate. Based on this information we understand you would be able to evaluate our preliminary proposal in order to qualify for the above-mentioned proposal. Further, we agree and acknowledge that:

- a. The RP / The CoC reserves the right to determine at their sole discretion, whether or not we qualify for the submission of the proposal and may reject the EOI submitted by us without assigning any reason/without any liability whatsoever;
- b. The RP/ The CoC reserves the right to request for additional information or clarification(s) from us for the purposes of the EOI and we shall promptly comply with such requirements. Failure to satisfy the queries of RP/ CoC may lead to rejection of our submission pursuant to EOI;
- c. Meeting the qualification criteria set out in EOI alone does not automatically entitle us to participate in the next stage of the process;
- d. We will continue to meet the eligibility criteria throughout the bid process, and any material adverse change affecting the consortium members ability to participate in consortium shall be intimated within 3 (three) business days to the CoC / RP;
- e. In case of consortium, we would comply with the eligibility criteria pertaining to equity holding i.e. the lead member must hold at least 51% total equity participation in the consortium who shall be designated as the lead member. All other members would need to have a minimum stake of 10% each in the consortium;
- f. 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]*

Name of Signatory:

Designation:

Company Seal/Stamp

Note:

- 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.**

ANNEXURE-C**SUPPORTING DOCUMENTS TO BE SUBMITTED WITH EOI**

1) For all prospective resolution applicants (RA) - Profile of RA.

Sl. No	Private/Public Limited Company, LLP, Body Corporate, whether incorporated in India or outside India. [Category A]	Financial Institutions (FI*)/ Funds / Private Equity (PE) Investors [Category B]	Sole Individual Investor / Consortium [Category C]
1.	Profile of the RA (As per Annexure D)	Profile of the RA (as per Annexure D)	Profile of the RA (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 /Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA)
3.	Audited financial statements for immediately preceding 3 (three) years	Audited financial statements for immediately preceding 3 (three) years	Income tax returns for preceding 3 (three) years / Audited financial statements for immediately 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 Total Net Worth & Turnover as at end of last 3 financial years i.e. for FY 2017-18 & FY 2018-19, FY 2019-20..	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 i.e. for FY 2017-18 & FY 2018-19, FY 2019-20 and Committed funds available for deployment in Indian Companies or Indian assets as on 31st March, 2020.	Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying net worth as at end of last 3 financial years i.e. for FY 2017-18 & FY 2018-19, FY 2019-20.

In case of a consortium:

- a. The above documents including certificates are required for each of the Consortium members.
- b. The relevant documents for the consortium agreement is also attached.

ANNEXURE –'C-1'

FORMAT OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

(To be executed on stamp paper)

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

THIS CONFIDENTIALITY AGREEMENT ("AGREEMENT") IS MADE ON THIS _____ DAY OF _____ 2020 BY AND BETWEEN:

Mr. Konduru Prasanth Raju, being a registered insolvency professional with IP Registration No.: IBBI/IPA-002/IP-N00708/2018-2019/12200, appointed as a Resolution Professional ("Disclosing Party/RP") of KNK Construction Pvt. Ltd ("Company"), a company incorporated under the Companies Act, 1956 having its registered office at Jayanagar 1st Block, Bengaluru-560 011 which is undergoing corporate insolvency resolution process ("CIRP") under the provisions of the Insolvency and Bankruptcy Code, 2016 ("Code") and its applicable regulations, as amended from time to time, of the FIRST PART;

And

_____, a company and/or individual incorporated in _____ and having its registered office at _____ (the "Recipient/Resolution Applicant", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns) of the SECOND PART.

(The Disclosing Party/RP and the Recipient/Resolution Applicant hereinafter also referred to individually as a "Party" and collectively as the "Parties")

WHEREAS:

A. Pursuant to an invitation for expressions of interest dated _____ published by the RP in _____ newspapers on _____, the RP had invited expressions of interest ("EOI") from potential resolution applicants for the purpose of submission of resolution plans for the Company in accordance with the provisions of the Code. The Resolution Applicant, has accordingly, submitted its EOI to the RP on _____.

- B. The Resolution Applicant proposes to submit a resolution plan in respect of the Company ("Resolution Plan") to the RP, in accordance with the Code. For the purpose of such preparation, submission and negotiation of the Resolution Plan ("Purpose"), the RP may provide the Resolution Applicant with access to relevant information in that respect, provided that the Resolution Applicant provides a confidentiality undertaking to the RP with respect to such information provided.
- C. In view of the above, the RP will be sharing the relevant information, comprising/ containing certain Confidential Information (as defined in Clause 1 below) with the Resolution Applicant and accordingly the Parties have agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing, inter-alia, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. "Confidential Information" shall mean all information, whether in written, oral, pictorial, electronic, visual or other form, including information in the virtual data room ("VDR"), relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company or in relation to the resolution plan process. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:
- (i) any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organisation, management, strategic initiatives and plans, policies and reports, financial position of the Company;
 - (ii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (iii) any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (iv) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Company or in which Company has an interest of any kind;

- (v) any information belonging to identified third parties with whom the Company has business dealings;
- (vi) any proposed business deals, contracts or agreements to which Company is party;
- (vii) the Information Memorandum in respect of the Company prepared under the provisions of the Code by the RP and information contained in VDR;
- (viii) contents of its Resolution Plan;
- (ix) particulars of any negotiations conducted with the Committee of Creditors on its Resolution Plan; and
- (x) financial terms or scores of any other resolution applicant (if disclosed to the Recipient) in the course of or as process of negotiation with the Recipient.

2. The Recipient shall at all times observe the following terms:

- (i) it shall hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;
- (ii) it shall not, directly or indirectly use the Confidential Information for any purpose other than for the Purpose or for causing an undue gain or undue loss to itself or any other person;
- (iii) it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Disclosing Party;
- (iv) it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the "Representatives"), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the Purpose and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Agreement. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the Representatives would not discharge the Recipient from its confidentiality obligations under this Agreement. In any event, the Recipient shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the Recipient shall be deemed as breach of this Agreement by the Recipient. For the purposes of this Agreement, the term "Affiliate" shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term "Control" means a person who has the power to direct the management and policies of any person or entity, directly or indirectly,

whether by ownership of voting securities, board control, by contract or otherwise. The terms "Controlling" and "Controlled by" or "under common Control" shall have corresponding meanings;

- (v) it shall use the same degree of care to protect the Confidential Information as the Recipient uses to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorised access, use, dissemination, copying, theft and/or republication of the Confidential Information;
- (vi) it shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);
- (vii) it shall immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Agreement as per Clause 10 below; or (c) a notification by the Disclosing Party, surrender and return to the Disclosing Party, all Confidential Information and any notes, memoranda or the like, including any copies or reproductions in its possession, or destroy the same in accordance with the directives of the Disclosing Party, in each case, except to the extent, retention of such Confidential Information is required under applicable law, provided that the Recipient in these cases, shall notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention;
- (viii) it shall not publish any news release or make any announcements or denial or confirmation in any medium including social media concerning this Agreement or its proposal to prepare/ submit the Resolution Plan or contents of Resolution Plan in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;
- (ix) it shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorised third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Agreement;
- (x) it shall protect against any unauthorised disclosure or use, any Confidential Information of the Company that it may have access to in any manner.

3. The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
 - (i) is or becomes available to the public domain without breach of this Agreement by the Recipient; or
 - (ii) is disclosed with the prior written approval of the Disclosing Party; or
 - (iii) was in the possession of the Recipient prior to its disclosure to them under this Agreement from another source not under any obligation of confidentiality to the provider; or
 - (iv) is disclosed pursuant to any law or a court order or the stock exchange requirement provided that in the event the Recipient is required to make such disclosure pursuant to a court order / stock exchange announcement, then in that case the Recipient shall only disclose the Confidential Information to the extent required and to the extent permissible, promptly notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such disclosure or discuss the extent of disclosure by the Recipient.
4. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Agreement or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.
5. For the avoidance of doubt, nothing in this Agreement shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).
6. The Disclosing Party makes no representation, warranty or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Recipient's right to use the Confidential Information. The Disclosing Party has not verified or audited the information and the information so provided is based on books and records available with the Company. The Disclosing Party does not take any responsibility for any decisions made by Recipient based on the information provided. The Recipient shall exercise its own diligence before making any conclusion or decision.

7. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this Agreement and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Agreement, in addition to and without prejudice to, any other remedies available to the Disclosing Party at law or in equity.
8. The Recipient shall indemnify and hold harmless the Disclosing Party against all losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Agreement, including but not limited to any gross negligence or wilful misconduct in respect of the Confidential Information, by the Recipient and/or its Representatives.
9. The Recipient shall not, without prior written consent of the Disclosing Party, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Company or the Disclosing Party in relation to the corporate insolvency resolution process of the Company.
10. This Agreement shall be effective and shall stay in force for a period of three (3) years from the date first stated above. Upon expiry of this Agreement, the confidentiality obligations of the Parties herein shall cease, provided that payment obligations if any that may arise under this Agreement (including under the indemnity Clause 8 above) shall survive the termination of this Agreement.
11. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand - delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in a written notice to the other parties hereto.

For Disclosing Party/RP

Postal Address : _____

15. Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other Party.
16. This Agreement shall be governed by and construed in all respects according to the laws of the India and, the Parties hereto agree to submit to the exclusive jurisdiction of the courts of Bengaluru.
17. This Agreement comprises the full and complete agreement of the Parties hereto as at the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements, if any, between the Parties hereto, whether written or oral, expressed or implied.
18. The Disclosing Party acknowledges that, in the ordinary course of business, the Recipient may be engaged through separate platforms in the origination of loans (including the provision of debt financing for transactions similar to the transactions contemplated herein) and syndicated bank debt, and nothing in this Agreement shall restrict such activities of such other platforms, provided that none of the Confidential Information is used or disclosed in connection therewith and such transactions are not in contravention of the Code or with the corporate insolvency resolution process of the Company.
19. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorised representatives to set their hands the day and year first above written.

Signed by/

for and on behalf of

the Disclosing Party/RP

Name:

Designation:

in the presence of

Name:

Designation:

Signed by

for and on behalf of

the Recipient/Resolution Applicant

Name:

Designation:

in the presence of

Name:

Designation:

ANNEXURE-D

Details of Prospective Resolution Applicant

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

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:

a. Company/ FI Profile (consolidated / standalone as applicable):

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.

b. Experience of the Company in the Construction Industry

c. Experience of the applicant in acquisition / turnaround of stressed assets

d. Applicant's overall management strength

e. Latest Credit Rating, if any (copy of rationale to be enclosed)

ANNEXURE-E

(To be executed on stamp paper)

To,

[_____]

Dear Sir,

SUBJECT: UNDERTAKING FOR EQUITY PARTICIPATION

This is in relation to the corporate insolvency resolution process of M/s. KNK Construction Private Limited. In response to the public advertisement in _____, dated _____ ("Advertisement") inviting expressions of interest (EOI) for submission of resolution plans ("Resolution Plan") 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 of the consortium and indicate the lead member]

As required in terms of the EOI, we agree and undertake that we will hold at least [51% / 10% (lead member to choose 51% and other to choose 10%)] equity participation in the consortium. We further agree and undertake that all the members of the consortium shall be jointly and severally responsible for compliance with the terms of the invitation for submission of EOI, the request for resolution plan and the resolution plan submitted by the consortium.

SIGNED AND DELIVERED by [insert]

ANNEXURE- F

AFFIDAVIT

I _____, son/daughter of _____ aged _____ years resident _____ of _____, the Resolution Applicant, do hereby solemnly affirm, state and declare as under:

1. That I am fully conversant with the facts and circumstances of the matter and am also duly empowered and competent to swear and affirm this affidavit.
2. That I have understood the provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016 ("IBC"). I confirm that neither _____ (*name of Company*) nor any person acting jointly or in concert with _____ (*name of Company*) is ineligible under Section 29A of IBC to submit resolution plan (s) in the Corporate Insolvency Resolution Process of M/s. KNK Construction Private Limited under the provisions of the Insolvency and Bankruptcy Code, 2016.
3. That _____ (*name of Company*) has not been rendered ineligible under the provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016.
4. That I therefore, confirm that _____ (*name of Company*) is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 to submit a resolution plan for M/s. KNK Construction Private Limited.
5. That I confirm that the said declaration and disclosure is true and correct.
6. That I am duly authorized to submit this declaration by virtue of Board Resolution dated _____
 - a) That None of the connected person is an undischarged insolvent;
 - b) None of the connected person is identified as willful defaulter by any bank or financial institution or consortium thereof in accordance with the guidelines of the Reserve Bank of India.

- c) None of the connected person 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 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) None of the connected person is convicted for any offence punishable with imprisonment for two years or more;
 - e) None of the connected person is disqualified to act as a director under the Companies Act, 2013, to act as Director;
 - f) None of the connected person is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
 - g) None of the connected person 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;
 - h) None of the connected person has executed an enforceable 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;
7. None of the connected person has been subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India.

DEPONENT

Verification

Verified at _____ (*Place*) at this _____ (*date*) that the content/s of the above affidavit are true and correct to my personal knowledge, nothing is false in it and no material facts have been concealed there from.

DEPONENT