

AVIOM INDIA HOUSING FINANCE PRIVATE LIMITED

Detailed Invitation for Expression of Interest

Dated: May 13, 2025

Issued by:

**Ram Kumar
Administrator**

AVIOM India Housing Finance Private Limited

Registered Address: Worldmark 3, Unit 306A, 3rd floor, Asset Area no. 7, Hospitality District, Delhi Aerocity, Near Indira Gandhi International Airport, New Delhi-110037

Email ID for communication: aviomadministrator@aviom.in and resolution@aviom.in

Issued by the Administrator of AVIOM India Housing Finance Private Limited, in consultation with and pursuant to the approval of the Committee of Creditors of AVIOM India Housing Finance Private Limited

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DISCLAIMER

*This detailed invitation for expression of interest (“**Invitation**” or “**IEOI**”) is issued by Ram Kumar, appointed as the Administrator (“**Administrator**”) of AVIOM India Housing Finance Private Limited (“**Corporate Debtor**” or “**CD**” or “**Company**” or “**AVIOM**”), acting on the instructions of and with the prior approval of the committee of creditors of the Corporate Debtor (“**CoC**”) in terms of the provisions of the Insolvency and Bankruptcy Code, 2016, as amended from time to time (“**Code**” or “**IBC**”) and read with Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as amended from time to time (“**CIRP Regulations**”) for general information purposes only, without regard to any specific objective, suitability, financial situations and needs of any particular person. This Invitation does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or as a prospectus, offering circular or offering memorandum or an offer to sell or issue or the solicitation of an offer to buy or acquire securities or assets of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. No part of this Invitation, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever. Nothing in this document shall be construed as an advice or opinion (whether legal, financial, technical, or otherwise). By accepting this Invitation, the recipient acknowledges and agrees to the terms set out in this Invitation. This Invitation is specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India.*

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

The recipients of the data / information are suggested to exercise their own judgement and verify facts and information before taking any decision without any recourse to the Administrator or any of the professionals or advisors engaged by the Administrator. The Administrator is not in a position to independently evaluate the accuracy, reliability, completeness, or veracity of the information of the CD, obtained by or available with him. Accordingly, the Administrator cannot express opinion or any other form of assurance to the recipient of this Invitation in connection with the contents of this Invitation or any other information in relation to the CD, including the historical or prospective financial statements, management representations or other data of the Corporate Debtor included in or underlying the accompanying information. All recipients should conduct their own diligence, investigation and analysis of the Corporate Debtor, and the data set forth in this document or otherwise provided.

No statement, fact, information (whether current or historical) or opinion contained herein or as part of inviting and accepting EOI should be construed as a representation or warranty, express or implied, of the Administrator or the Corporate Debtor or the members of CoC (or each of their advisors, consultants, and/or professionals engaged by them); and none of the Administrator, Corporate Debtor, the members of the CoC (including each of their advisors, consultants, and/or professionals engaged by them) shall incur any liability arising out of or in connection with the issue of this Invitation or the authenticity, correctness, fairness, or completeness of any statements, facts or opinions in this Invitation and any such liability is expressly disclaimed. This Invitation has not been approved and will not be filed, registered or reviewed or approved by any statutory or regulatory authority in India.

There is no intention of the Administrator, Corporate Debtor, the members of the CoC (including each of their advisors, consultants, and/or professionals engaged by them) while issuing this Invitation, to enter into any contractual or fiduciary relationship with the recipients and the recipients do not get any right or expectation in relation to the information contained in this Invitation.

DETAILED INVITATION FOR EXPRESSION OF INTEREST

1. BACKGROUND

- 1.1. In exercise of powers conferred under Section 45-IE (1) of the Reserve Bank of India Act, 1934, and as per recommendation of National Housing Bank, the Reserve Bank of India ("RBI") superseded the Board of Directors of AVIOM on 27 January 2025 and appointed Mr. Ram Kumar, ex-CGM of Punjab National Bank as the Administrator of the CD. Further, pursuant to press release bearing number 2024-2025/2038 dated 30 January 2025, the RBI informed that it has filed an application on 30 January 2025 for initiation of corporate insolvency resolution process ("CIRP") against the Company under the Code read with the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudication Authority) Rules, 2019 ("FSP Rules") and other regulations framed thereunder, before the Hon'ble National Company Law Tribunal, New Delhi bench ("NCLT"). The Hon'ble NCLT vide its order dated 20 February 2025 has admitted the application and ordered the commencement of CIRP of the Corporate Debtor in Company Petition (IB) 95 of 2025. As per the FSP Rules, the Administrator shall discharge the same duties, functions, obligations, responsibilities, rights, and powers of an insolvency professional, interim resolution professional and resolution professional or liquidator, as the case may be, while acting as such in the insolvency resolution and liquidation proceeding of AVIOM India Housing Finance Private Limited.
- 1.2. The CoC, in its third meeting held on 09th May 2025, had approved the eligibility criteria under Section 25(2)(h) of the Code and the other terms and content of the Form G and the detailed invitation for expression of interest and had accordingly, authorised the Administrator to publish the Form G and the detailed invitation for expression of interest inviting interested and eligible PRAs to submit their EOIs in the CIRP of Aviom. This IEOI is accordingly being issued by Administrator in terms of Section 25(2)(h) of the Code read with Regulation 36A of the CIRP Regulations.
- 1.3. The timelines as stated hereunder remain subject to modification and any extension/ exclusion to the timelines for completion of CIRP of the Corporate Debtor under the Code read with the CIRP Regulations.

2. INTRODUCTION

- 2.1. The Corporate Debtor is a company incorporated under the Companies Act, 2013 on 18 February 2016, having its registered office at Worldmark 3, Unit 306A, 3rd Floor, Asset Area No.7, Hospitality District, Delhi Aerocity, Near Indira Gandhi International Airport, New Delhi-110037, India.
- 2.2. The Corporate Debtor is a Housing Finance Company (HFC), providing housing loans to women in rural and semi-urban areas. The CD provides housing loans to individuals for home improvements, renovations, and sanitation. Kindly refer to the website of the Corporate Debtor at <https://www.aviom.in> for further details.
- 2.3. Brief Snapshot of the relevant information of the Company:

| | |
|------------------------------|---------------------------------------|
| Name | AVIOM India Housing Finance Pvt. Ltd. |
| ROC Code | 291377 |
| CIN | U65993DL2016PTC291377 |
| Date of Incorporation | 18-02-2016 |

| | |
|---|---|
| Class of Company | Private Non-Government Company |
| Whether listed or not | Unlisted |
| Registered Office | Worldmark 3, Unit 306A, 3rd Floor, Asset Area No.7, Hospitality District, Delhi Aerocity, Near Indira Gandhi International Airport, New Delhi-110037, India |
| Address at which the books of account are maintained | Worldmark 3, Unit 306A, 3rd Floor, Asset Area No.7, Hospitality District, Delhi Aerocity, Near Indira Gandhi International Airport, New Delhi-110037, India |
| Authorized Capital | INR 60,20,00,000 |
| Paid-up Capital | INR 50,84,24,530 |
| MSME Status | The Corporate Debtor is not registered as a micro, small or medium enterprise in accordance with the Micro, Small and Medium Enterprises Development Act, 2006. |

3. EOI PROCESS

- 3.1. All interested and eligible PRAs are hereby invited to submit their EOI for acquisition of entire business of AVIOM India Housing Finance Private Limited as a going concern.

The process for invitation and submission of resolution plan for the Corporate Debtor shall be as described below:

- (i) Submission of EOI by the PRA, along with the applicable Refundable Deposit and the necessary documents as detailed in this IEOI.
 - (ii) Shortlisting of eligible PRAs upon verification of the EOI, supporting documents, and Refundable Deposit submitted by respective PRAs, in accordance with the provisions of the Code, the CIRP Regulations, and this IEOI.
 - (iii) Issuance of provisional list of the eligible PRAs by the Administrator.
 - (iv) Issuance of final list of the eligible PRAs by the Administrator, in accordance with the CIRP Regulations.
- 3.2. The PRAs in the final list shall be provided with: (i) information memorandum prepared by the Administrator, in accordance with the provisions of the Code and the CIRP Regulations (“**IM**”); (ii) access to the data room (whether virtual or physical) for conducting due diligence of the CD (“**Data Room**”); and (iii) the request for resolution plan (including the evaluation matrix) outlining the process for submission, evaluation, negotiation, and approval of the resolution plans in the CIRP of the Corporate Debtor, prepared in accordance with the provisions of the Code and the CIRP Regulations (“**RFRP**”).

4. SUBMISSION OF EOI

- 4.1. Any PRA submitting the EOI should meet the applicable eligibility criteria as set out in “**Annexure–A**” hereto (“**Eligibility Criteria**”). The EOI shall be submitted in the prescribed format as set out in “**Annexure – B**” hereto along with: (i) the supporting documents as set out in “**Annexure–C**”; (ii) the details of PRA as set out in “**Annexure– D**” hereto; (iii) confidentiality undertaking in the format set out in “**Annexure E**”; (iv) declaration cum undertaking under Section 29A of the Code in the format set out in “**Annexure F**”; (v) declaration cum undertaking in the format set out in “**Annexure G**”; (vii) applicable

Refundable Deposit (in the format set out in “**Annexure H**”, in case of a bank guarantee); and (viii) duly filled checklist for submission of EOI in the format set out in “**Annexure I**”.

- 4.2. The EOI in the prescribed format, along with all annexures and the applicable Refundable Deposit, is required to be submitted via email to aviomadministrator@aviom.in and resolution@aviom.in and the hard copy of the same is to be mailed in a sealed envelope at the below mentioned address through speed post / registered post or by hand delivery latest by **Last Date** (as defined hereinafter). The subject line of the email and the superscription on the sealed envelope (for the hard copy) should be “**Expression of Interest for AVIOM India Housing Finance Private Limited**” and the same must be addressed in the name of Ram Kumar, Administrator for AVIOM India Housing Finance Private Limited, at Worldmark 3, Unit 306A, 3rd floor, Asset Area no. 7, Hospitality District, Delhi Aerocity, Near Indira Gandhi International Airport, New Delhi-110037..
- 4.3. In case of any discrepancy in the EOI submitted by a PRA in soft copy and physical form, the EOI may be liable to be rejected, at the sole discretion of the CoC.

5. LAST DATE FOR SUBMISSION OF EOI

- 5.1. The last date for submission of EOI (strictly in the format prescribed herein) is **28th May, 2025, at 1700 hrs** (“**Last Date**”). Provided that the Administrator may extend the Last Date, with consent/ approval/ ratification of the CoC (at its sole discretion).
- 5.2. In case the Last Date happens to be a holiday in Delhi NCR, the next working day will be deemed as the Last Date.
- 5.3. All the EOIs received on or before the Last Date will be reviewed by the Administrator.
- 5.4. Access to IM, RFRP, Data Room, and other relevant information pertaining to the CIRP of AVIOM shall be provided to the qualified and shortlisted PRAs appearing in the final list.
- 5.5. The qualified and shortlisted PRAs appearing in the final list shall be required to submit their resolution plan, in accordance with the provisions of IBC and the CIRP Regulations, on or before the date as may be communicated to the PRAs.
- 5.6. The Last Date may be extended from time to time in accordance with applicable laws and such an extension shall not be considered as a fresh issuance of the IEOI for the purpose of the CIRP Regulations.

6. REFUNDABLE DEPOSIT

- 6.1. Along with its EOI, all the PRAs shall be required to submit a non-interest bearing refundable deposit/bank guarantee of an amount of INR 10,00,000 (Indian Rupees Ten Lakhs) by way of a direct bank deposit or by way of a bank guarantee (“**Refundable Deposit**”).
- 6.2. In case of a direct bank deposit, the Refundable Deposit should be transferred in the following bank account of the Company:

| | |
|-----------------------|---|
| Account Name | AVIOM India Housing Finance Private Limited |
| Bank Name | ICICI Bank |
| Branch Name | New Delhi Basant Lok |
| Account Number | 054205004005 |
| IFSC | ICIC0000542 |

- 6.3. In case of submission of the Refundable Deposit by way of bank guarantee, an unconditional and irrevocable bank guarantee from a scheduled commercial bank should be issued in favour of “**AVIOM India Housing Finance Private Limited**” with an initial validity period of 6 (six) months from the date of issuance, in the format set out in **Annexure H**. Further, the Refundable Deposit (submitted by way of a bank guarantee) shall be renewed/extended by the PRA from time to time, for such period, as may be desired by the Administrator and/or CoC and within a period of 7 days from the receipt of such request from the Administrator and/or CoC, failing which the Refundable Deposit may be liable to forfeiture/invocation in the sole discretion of the Administrator and/or CoC.
- 6.4. In case of entities with no domestic presence in India, i.e., overseas/foreign entities, mode of submission of Refundable Deposit shall be through bank guarantee of scheduled commercial banks in India, or by way of a direct transfer to the bank account set out in Paragraph 6.2 in accordance with applicable laws.
- 6.5. Except if forfeited/invoked earlier, the Refundable Deposit shall be refunded (without interest)/returned within 30 (thirty) business days of the occurrence of any of the following events (whichever occurs earlier):

- (a) Rejection of EOI of such PRA and/or non-inclusion of the PRA in the final list of eligible PRAs;
- (b) Withdrawal of the PRA from the resolution plan process (where such withdrawal is notified to the Administrator in writing) before submission of resolution plan; and
- (c) PRA failing to submit the resolution plan by the respective due date.

Any repatriation of the Refundable Deposit will be subject to applicable laws and all costs and expenses in relation to such repatriation including on account of foreign exchange conversion shall be to the account of the PRA.

- 6.6. The Refundable Deposit submitted by the PRA may be forfeited/invoked at any time, upon the PRA being disqualified on the ground of occurrence of any of the following events:
- (a) The PRA is found to be ineligible in terms of Section 29A of the Code;
 - (b) The PRA is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the Code;
 - (c) There is found to be any misrepresentation in the EOI;
 - (d) The PRA fails to renew/extend the validity period of the Refundable Deposit within 7 (seven) days from the request for such renewal/extension from the Administrator;
 - (e) The Administrator (in consultation with the CoC) determines that the PRA has not satisfied the Eligibility Criteria provided in this IEOI; or
 - (f) The PRA breaches any terms of the Confidentiality Undertaking.

It is clarified that any such forfeiture/invocation shall not limit any rights or remedies that the Administrator or CoC may have under applicable law or otherwise, against the PRA.

7. CONSORTIUM TERMS

- 7.1. A Person may submit the EOI, individually and/ or as a constituent of a Consortium, where “**Consortium**” shall mean ‘*any person, acting together with another person as a consortium/joint bidder, whether incorporated or not, for the purpose of submission of the EOI and resolution plan in respect of the Corporate Debtor*’.
- 7.2. At least one of the members of the Consortium must hold or propose to hold at least 26% total equity participation or economic interest in the Consortium and such member must be nominated and authorised as the ‘**Lead Partner**’ at the time of submission of the EOI. The Lead Partner nominated by the Consortium shall be the single point of contact on behalf of the Consortium with Administrator and the CoC (and each of their advisors and representatives) for all matters relating to the Consortium, the IEOI, and the resolution plan process in the CIRP of AVIOM and such Lead Partner shall be duly authorized by each member of the Consortium to bind, represent and take decisions on behalf of the entire Consortium. Further, the Lead Partner of the Consortium cannot be replaced post submission of EOI, without the approval of the CoC.
- 7.3. Where the EOI is being submitted by a Consortium, the EOI, along with all undertakings submitted pursuant to this IEOI shall, be signed by each member of the Consortium and where the EOI is submitted under the single signature of the Lead Partner (duly authorized by all other constituents of the Consortium), all the requisite undertakings in terms of this Invitation must be separately provided by each member of the Consortium.
- 7.4. The Consortium shall submit the copy of consortium agreement/MOU, if any, entered into between/amongst the Consortium members.
- 7.5. If any 1 (one) member of the Consortium is disqualified under Section 29A of the Code, then the entire Consortium, i.e., all the members of such Consortium shall stand disqualified, except as otherwise permitted by the CoC in which case the CoC may, in its sole discretion, permit either the Lead Member or Lead Member and other members of the Consortium (who are not disqualified) to continue to participate in the process with revised participation interest.
- 7.6. The Consortium shall be required to meet the eligibility criteria in terms of Annexure A throughout the process. In the event of exit of any 1 (one) or more members from the Consortium, the Lead Partner shall inform the Administrator and the CoC forthwith. Upon receipt of such intimation, the Administrator shall have the right to ask for further information, documents and undertakings as may be required to confirm eligibility of the Consortium to participate in the process in terms of Annexure A.
- 7.7. All members of the Consortium shall be jointly and severally responsible for compliance with the terms of the IEOI and the process thereafter.
- 7.8. No dispute amongst the constituents of the Consortium (including the Lead Member), shall affect the obligations of the Consortium and/ or the members of the Consortium under the IEOI, EOI, RFRP, or the resolution plan submitted by the Consortium.
- 7.9. If a person has submitted an EOI, then such person cannot be a part of any consortium participating in the insolvency of the Corporate Debtor as a PRA/ resolution applicant. Similarly, the members of a consortium shall not be allowed to become PRA outside the consortium or to become part of more than one consortium.

8. NOTES TO PRAs

- 8.1. Prior to ICD, the management of the Company has assigned receivables from certain loan facilities provided by the Company, along with all rights, benefits, title, and interest associated thereto, to third parties (“**Receivable Beneficiaries**”) against certain consideration, by way of

direct assignment/securitisation transactions (“**Assignment Transactions**”). Further, both in case of direct assignment and securitization transactions, the Company has been appointed as the servicing facility provider under various servicing agreements to *inter alia* manage, collect, administer, and facilitate the collection of underlying receivables and to utilize such amounts in accordance with the waterfall mechanism prescribed thereunder, so that relevant amounts may be distributed to the assignee/ securitization trust.

In view of the Assignment Transactions, any receivables collected by or lying with the Company (in terms of the servicing agreements with respect to the share of the Receivable Beneficiaries) may not form part of assets of the Company and may be deemed to be held in trust with the Company, till the time they are shared with the relevant Receivable Beneficiaries.

However, please note that the Assignment Transactions as well as the transfer of funds made to the Receivable Beneficiaries pursuant to the Assignment Transactions is currently being reviewed by the Administrator and the transaction review auditor. The treatment of receivables underlying the Assignment Transactions on the books of the Company is subject to views and findings of the transaction review audit exercise. Once the opinion of the transaction review auditor has been obtained in this regard, the Administrator may take appropriate action (if required) in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016, including filing of relevant applications with the appropriate authorities. Further details in this regard shall be made available on the Data Room.

- 8.2. It is noteworthy that the resolution plan submitted pursuant to EOI shall be at the sole discretion of and in a manner to be decided by the CoC, which shall be subsequently communicated to the PRAs in due course. Further, the process of invitation, submission, consideration and evaluation of resolution plans shall be decided by the CoC.
- 8.3. The PRAs cannot submit their EOI/ resolution plan for selective assets of the CD.
- 8.4. The Administrator and the CoC retain the right to issue clarifications, amendments and modifications to this Invitation, or to waive or relax any term or condition or its application, generally or in any particular case, in each case as they may deem fit in their sole discretion without assigning any reason and without any liability. The Administrator and the CoC also have the right to issue further supplements to this IEOI and retain the right to require additional documents from the PRAs without assigning any reason and without any liability. Any modifications or clarifications to this IEOI, in writing by the Administrator, shall be binding on the PRAs and shall be deemed to form a part of this IEOI, and shall not entitle the PRAs to seek any extension of timeline for submission of EOI. For the avoidance of doubt, it is clarified that, a clarification issued to this IEOI by the Administrator, shall not be considered as modification to or re-issuance of this IEOI in terms of the CIRP Regulations. PRAs are requested to regularly visit the website of the Corporate Debtor where any such clarifications would be uploaded.
- 8.5. The Administrator and the CoC reserve the right to cancel, amend, withdraw or modify the process (including the timelines) under this IEOI and to issue fresh IEOI / make revisions to the IEOI as they deem fit. Further, in the event EOIs are not received, or have not been received in accordance with the provisions of the Code, then the Administrator and the CoC reserve their rights to cancel/withdraw/ modify the process of IEOI and/or to issue fresh IEOI with the objective of maximizing value for the stakeholders and achieving a resolution of AVIOM as a going concern.
- 8.6. By virtue of submission of an EOI pursuant to this IEOI, it shall be deemed that PRAs unconditionally acknowledge and agree that, neither the PRA nor any of representatives of the PRA shall have any claims whatsoever against the Administrator, AVIOM, any member of the

CoC or their respective directors, officials, agents, employees, and advisors, arising out of or relating to or in connection with this Invitation.

- 8.7. The EOI must be unconditional and strictly in the format set out herein.
- 8.8. The PRAs must not be ineligible under Section 29A of the Code. The ineligibility criteria are set out based on Section 29A of the Code as applicable on the date of issuance of the IEOI and are subject to changes pursuant to the amendments in the Code, from time to time. The PRAs are required to stay updated on the amendments to the Code from time to time and any modifications to the ineligibility norms set out under Section 29A of the Code shall also apply to this IEOI, without the requirement of any further communication to be issued to the PRAs.
- 8.9. Amendments / Clarifications / Information regarding extension, if any, of time for submission of IEOI shall be uploaded on <https://www.aviom.in> (CD website) and/or may be communicated to the respective PRAs through email. All interested parties should visit <https://www.aviom.in> to keep themselves updated regarding the same.
- 8.10. No oral conversations, communications or agreements with Administrator, member of the CoC, or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the Administrator or any member of the CoC shall affect or modify any terms of this EOI.
- 8.11. EOIs not fulfilling the conditions set out under applicable law and/or this IEOI are liable to be disqualified without any further communication.
- 8.12. By submitting EOI, each PRA shall be deemed to acknowledge that (i) it has carefully read the entire IEOI 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 Code will not attract any litigation from PRA.
- 8.13. The PRAs must be capable of carrying on the business/ businesses of AVIOM being bid for, and shall undertake in the EOI that such PRA is capable of meeting the 'fit & proper' criteria as applicable to the running of such business/ businesses.
- 8.14. All PRAs who are desirous of submitting a resolution plan pursuant to the EOI in respect of the Corporate Debtor must read, understand and comply with all the requirements of the Code, CIRP Regulations and any other applicable laws for resolution plans and all matters under, pursuant to, in furtherance of or in relation to, this Invitation.
- 8.15. The EOI and other concerned documents shall be signed by the authorized signatory of the PRA, supported by evidence of authority of such person (such as board resolution or resolution of any sub-committee of the board (if so authorized by the board) or Power of Attorney, authorizing such person to execute the EOI) and appropriately stamped / company seal (if any) affixed by the authorized representative of the PRA. Further, all the annexures need to be executed on the stamp paper of adequate amount, as applicable. Foreign/overseas entities submitting EOI are required to ensure that the documents submitted as part of the EOI are appropriately apostilled/consularised, and the applicable stamp duty is paid in India before submission to the Administrator.
- 8.16. It may be noted that the EOIs of only those interested PRAs who meet the Eligibility Criteria specified herein shall be considered. The fulfilment of the Eligibility Criteria in the IEOI does not automatically entitle PRAs to participate in the CIRP, which will be subject to applicable laws and further conditions which may be stipulated by the Administrator or CoC, in their sole discretion, including those in relation to access to Data Room or as may be stipulated under the RFRP. Without prejudice to the generality of the above provisions, the Administrator / CoC reserves their right (without being bound to do so) to reject the EOI of any PRA and not include

them in the provisional or final list of eligible PRAs, in the following events (including but not limited to): (a) If the EOI submitted by the PRA is incomplete or the PRA does not submit the documents as required under this Invitation; or (b) If the PRA does not submit such further documents or information as requested by the Administrator for conducting due diligence on the PRA; or (c) If any information/document provided by the PRA is false, incorrect, inaccurate, or misleading or in the opinion of the Administrator/ CoC, the PRA is not credible.

- 8.17. All the EOIs received will be reviewed by the Administrator in consultation with its advisors and CoC, and a provisional list of eligible PRAs shall be issued in accordance with the Code and CIRP Regulations.
- 8.18. By submitting its EOI, each PRA shall be deemed to acknowledge that it has carefully read the entire IEOI and has fully informed itself as to all existing conditions, limitations and applicable laws.
- 8.19. The Administrator/ CoC reserves the right to stipulate such conditions as they may deem fit in relation to the submission of a resolution plan in the interest of achieving the objectives of the Code including but not limited to the maximization of the value of the assets of the Company.
- 8.20. For any clarifications, please write to: aviomadministrator@aviom.in and resolution@aviom.in with the subject “**AVIOM: CLARIFICATION IN RESPECT OF IEOI**”.

SD/-

Ram Kumar

Administrator of AVIOM India Housing Finance Private Limited

Worldmark 3, Unit 306A, 3rd floor, Asset Area no. 7

Hospitality District, Delhi Aerocity, Near Indira Gandhi International Airport,

New Delhi-110037

Place: New Delhi

Date: 13th May, 2025

ANNEXURES

Annexure A: Eligibility Criteria

Annexure B: Format of EOI

Annexure C: Supporting documents required to be submitted with EOI

Annexure D: Details of the PRA

Annexure E: Format of Confidentiality Undertaking

Annexure F: Format of Declaration cum Undertaking under Section 29A of the Code

Annexure G: Format of Declaration cum Undertaking

Annexure H: Format of Refundable Deposit (in case of a bank guarantee)

Annexure I: Checklist for submission of EOI

ANNEXURE A: ELIGIBILITY CRITERIA

Pursuant to the provisions of Section 25(2)(h) of the Code read with Regulation 36A of the CIRP Regulations, the Administrator hereby issues this IEOI inviting expressions of interest from eligible PRAs who fulfil the following eligibility criteria, including the requirements set out below as well as the Refundable Deposit (“**Eligibility Criteria**”):

1) For Private/ Public Limited Company/ Limited Liability Partnership (“LLP”) / Body Corporate/ any other Prospective Resolution Applicant other than those covered under Category II and Category III (“Category I”)

- Minimum Tangible Net Worth (“TNW”) shall be INR 250 cr.
- TNW for companies shall be computed as aggregate value of 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, and does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- TNW for LLPs shall be computed as the aggregate value of the partners’ contribution and all reserves created out of the profits of the LLP, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, and does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

2) For financial entities including Investment Co./ Asset Management Co./ Alternative Investment Fund (AIF)/ Fund House/ Private Equity (“PE”) Investor/ Non-Banking Financial Co. (“NBFC”)/ Asset Reconstruction Co. (“ARC”) (“Category II”)

- The PRAs shall have a minimum Asset under Management (AUM) of INR 1,000 cr. or Available Capital for Investment INR 1,000 cr.
- In case of NBFCs/Asset Management Co., out of the minimum AUM requirement of INR 1,000 crore, at least 90% must be categorized as performing assets. To clarify, the Gross Non-Performing Assets should not exceed 10% of the total AUM.
- AUM is defined as “total funds deployed + undeployed committed capital” or “total value of loan book / instruments”.
- Available Capital for Investment is defined on the basis of minimum investible funds (i.e., immediately available funds for investment (which are not agreed/earmarked to be deployed in any asset/investment) and callable capital) subject to the limits of investment in a single investee entity in the relevant jurisdiction applicable to the PRA.

3) Individuals, partnerships and Hindu Undivided Family (“Category III”)

Minimum Net Worth (NW) of INR 500 cr. (Indian Rupees Five Hundred Crore) should be based on a certificate from a practicing chartered accountant, demonstrating satisfaction of the minimum net worth requirement.

4) For PRAs under a Consortium constituted in accordance with Paragraph 7 of the IEOI (“Category IV”)

- A consortium cannot have more than 5 members.

- For the Consortium to be eligible, (i) the Lead Member should satisfy the eligibility criteria mentioned above, as applicable; and (ii) the Consortium would also need to fulfill the eligibility criteria on a weighted average basis. For this purpose, it is essential that a PRA submitting an EOI as a Consortium clearly specifies the equity participation or economic interest held by each member of the Consortium, as part of its EOI.
- In case the consortium comprises of constituents from more than one categories, the eligibility criteria to be satisfied by the Consortium on a weighted average basis shall be the eligibility criteria applicable to the Lead Member of the Consortium. For the purpose of calculating the weighted average, the eligibility criteria for the Consortium shall be determined on the basis of the following:
 - Weighted average of the TNW if the lead member belongs to Category I. For this calculation, the TNW for: (i) Category II entities shall be considered as ‘25% of their AUM’ or ‘100% of Available Capital For Investment’; and (ii) Category III entities shall be considered as ‘50% of their Net Worth’.
 - Weighted average of the AUM if the lead member belongs to Category II. For this calculation, the AUM for: (i) Category I entities shall be considered as ‘4 times of their Tangible Net Worth’; and (ii) Category III entities shall be considered as ‘2 times of their Net Worth’.
 - Weighted average of the Net Worth if the lead member belongs to Category III. For this calculation, the Net Worth for: (i) Category I entities shall be considered as ‘2 times of their Tangible Net Worth’; and (ii) Category II entities shall be considered as ‘50% of their AUM’ or ‘100% of Available Capital For Investment’.
- All members of the Consortium should be eligible as per requirements of the Code (including Section 29A of the Code), FSP Rules, IEIOI and RFRP and the Consortium must have the capability to meet the ‘fit & proper’ criteria as applicable to the running of the business of the Corporate Debtor under applicable laws. All members of the Consortium shall be jointly and severally responsible for compliance with the terms of the IEIOI and the process thereafter.
- An illustration for the applicability of the eligibility criteria on a Consortium on a weighted average basis is provided below.

A. Illustration where lead member satisfies the eligibility criteria, and the weighted average of consortium also satisfies the eligible criteria

| Consortium Members | Equity Participation/ Economic Interest in Consortium (A) (%) | Consolidated AUM (INR Cr.) (B) | Weighted Average (INR Cr.) (C) = (A*B) |
|---------------------------|--|---|---|
| Member 1 | 26% | 1,250 | 325 |
| Member 2 | 24% | 1,100 | 264 |
| Member 3 | 20% | 950 | 190 |
| Member 4 | 20% | 875 | 175 |
| Member 5 | 10% | 750 | 75 |
| Total | 100% | 4,925 | 1,029 |

B. Illustration where lead member satisfies the eligibility criteria, however, the weighted average of consortium does not satisfy the eligible criteria

| Consortium Members | Equity Participation/ Economic Interest in Consortium (A) (%) | Consolidated AUM (INR Cr.) (B) | Weighted Average (INR Cr.) (C) = (A*B) |
|---------------------------|--|---|---|
| Member 1 | 26% | 1,000 | 260 |
| Member 2 | 24% | 900 | 216 |
| Member 3 | 20% | 800 | 160 |
| Member 4 | 20% | 700 | 140 |
| Member 5 | 10% | 600 | 60 |
| Total | 100% | 4,000 | 836 |

C. Illustration where lead member does not satisfy the eligibility criteria

| Consortium Members | Equity Participation/ Economic Interest in Consortium(A) (%) | Consolidated AUM (INR Cr.) (B) | Weighted Average (INR Cr.) (C) = (A*B) |
|---------------------------|---|---|---|
| Member 1 | 26% | 990 | 257.4 |
| Member 2 | 24% | 950 | 228 |
| Member 3 | 20% | 900 | 180 |
| Member 4 | 20% | 850 | 170 |
| Member 5 | 10% | 800 | 80 |
| Total | 100% | 4,490 | 915 |

IMPORTANT NOTES ON APPLICABILITY OF ELIGIBILITY CRITERIA:

- For the purposes of demonstrating the satisfaction of the Eligibility Criteria, the PRA can rely on the credentials of any entity which Controls the PRA and whose consolidated accounts include the financials of the PRA. Provided that such PRA may prove its eligibility only if such person has provided a board resolution or similar authorization agreeing for use of its credentials to evidence eligibility of such PRA.

For the above purposes, “**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, and the terms “**Controlled**” / “**Controls**” shall be construed accordingly.

- Tangible Net Worth / Assets Under Management and Available Capital for Investment criteria shall be calculated as per the latest available audited annual accounts which shall not be earlier than 31 March 2024, and shall be duly certified by statutory auditor of the PRA. Provided that the PRAs may also demonstrate eligibility by submission of certificate showing calculation as on or after 31 March 2024, duly certified by statutory auditor of the PRA.
- In case PRAs 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.

4. The Eligibility Criteria is determined with the approval of CoC of the Corporate Debtor and may be amended or changed at any stage. The Administrator/ 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.

ANNEXURE B: FORMAT OF EOI

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

To

Mr. Ram Kumar
Administrator for AVIOM India Housing Finance Private Limited
[insert address as set out on the cover page]

Subject: Expression of Interest (“**EoI**”) for submitting Resolution Plan for AVIOM India Housing Finance Private Limited (“**Corporate Debtor**” or “**Company**”) undergoing Corporate Insolvency Resolution Process (“**CIRP**”).

Dear Sir,

In response to the advertisement published on __ (“**Advertisement**”) inviting EOI for submission of Resolution Plans as per the provisions of the Insolvency and Bankruptcy Code, 2016 read with the rules and regulations framed thereunder (“**Code**”), we confirm that we have understood the eligibility criteria mentioned in the Invitation for Expression of Interest dated [●] (“**IEOI**”) for the Corporate Debtor and meet the necessary thresholds mentioned therein and we hereby submit our unconditional EOI for submission of a Resolution Plan for the Corporate Debtor in compliance with the provisions of the Code read with the IEOI. We have attached the necessary information requested in the IEOI. The information furnished by us in this EOI is true, correct, complete, and accurate in all respects and no material information has been omitted or concealed.

I, _____, *[insert name of the signatory]* confirm that I am duly authorized to submit this EOI on behalf of ____*[insert the name of the entity submitting the EOI]*.

[We are submitting the EOI as a Consortium. The following are the constituents of the Consortium:

| Sr. No. | Name of Consortium Member | Type of Entity | Participating Interest |
|---------|---------------------------|----------------|------------------------|
| | | | |
| | | | |

We [●], are the Lead Member of the Consortium, pursuant to [●] (copy enclosed herewith).] **[Note: To be retained only in case of EOI being submitted by a Consortium]**

We understand and confirm that:

- a. we accept the terms and conditions set out in the IEOI.
- b. the EOI will be evaluated by the Administrator appointed for the Company along with the Committee of Creditors (CoC), based on the information provided in this EOI and attached documents to determine whether we qualify to submit the Resolution Plan for the Company.
- c. the Administrator and the CoC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the Resolution Plan in the CIRP of the Company and may reject the EOI submitted by us and not include us in the provisional or final list of eligible prospective resolution applicants.

- d. the Administrator and the CoC reserve the right to conduct due diligence on us and/or request for additional information or clarification from us for the purposes of evaluating the EOI and we shall promptly comply with such requirements. Failure to satisfy the queries of Administrator or the CoC may lead to rejection of our EOI.
- e. meeting the qualification criteria set out in IEOI alone does not automatically entitle us to participate in the next stage of the process.
- f. we/ our related parties have not withdrawn from or failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Hon'ble NCLT at any time in the past.
- g. If any false, misleading, incomplete or inaccurate information or record has been submitted by us, it will render us ineligible to participate in the process.
- h. we confirm that, pursuant to the board resolution dated [●], we have been duly authorized by our [board of directors/governing body] to undertake all such acts and deeds, as may be required or necessary for the purpose of submission of EOI.
- i. [we are authorized to submit this EOI on behalf of [●], [●] (insert the name of members of the Consortium)] (Applicable only in case EOI is being submitted by a consortium).
- j. we have read and understood the terms of the IEOI and the provisions of the Code, and that, along with our IEOI, we have also enclosed all information/documents (including those required for the proof of our eligibility) as required in the IEOI in compliance with the terms of the IEOI and the provisions of the Code.
- k. the Administrator may, on the directions of the CoC, have the right to cancel the process without any prior intimation to us or modify or vary the terms without assigning any reason, whatsoever and without any liability. Any clarifications, amendment or extensions of time, etc. in relation to the process would be updated on the website of the Corporate Debtor and the Administrator is not required to separately intimate us in this respect. We are aware that the timelines for diligence and other processes will not be extended without prior approval of the Administrator/ CoC, which approval may be provided by the Administrator/ CoC at their sole discretion. No financial obligation shall accrue to the Administrator or the Corporate Debtor in such an event.
- l. the Corporate Debtor is on an "as is what is" and "as is where is" basis and the Administrator, CoC, the current shareholders or promoters of the Corporate Debtor will not be providing any representations or warranties.
- m. we will continue to meet the eligibility criteria throughout the process, and will immediately intimate the Administrator of any change in the information provided by us along with our EOI, which may impact our ability to satisfy the eligibility criteria or participate in this process.
- n. The Administrator and the Corporate Debtor shall, in no circumstances, be responsible to bear or reimburse any expenses or costs incurred by us in respect of submission of this EOI.
- o. Information Memorandum and access to virtual data room will be provided to the qualified and shortlisted prospective resolution applicants as per the provisions of Code after the submission of a confidentiality undertaking and other documents required in terms of this EOI and the provisions of the Code.

- p. If we are shortlisted, we will submit the Resolution Plan in compliance with the provisions of the Code within the timelines laid down by the Administrator/CoC.

Thanking you.

Yours truly.

On behalf of the firm/company/organization:

Signature:

Name of signatory:

Designation: Company Seal/stamp Place:

Date:

Enclosures: Annexures

ANNEXURE C: SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED WITH EOI

1. Profile of PRA (as per **Annexure D**), including subsidiaries (wholly-owned subsidiary and partly-owned subsidiary, if any), promoter and promoter group, parent company and ultimate parent company and key managerial personnel.
2. **Legal Documents:** Copies of Certificate of Registration / Incorporation and Constitutional Documents (Memorandum and Articles of Association, etc.) or other equivalent organizational/charter documents of the PRA.
3. Copy of PAN card, GST number or equivalent documents as applicable.
4. **For satisfying the Eligibility Criteria under Annexure A:** Certificate from Statutory Auditor, as required under Annexure A.
5. A notarized declaration from PRA in order to demonstrate that the PRA is an Affiliate of the entity that the PRA is using for meeting the Eligibility Criteria. Please note that in such a scenario, the PRA shall provide all relevant documents for its Affiliate, if required by the Administrator/CoC to check if the PRA meets the Eligibility Criteria.
6. In case of an EOI from a consortium, copy of a consortium agreement and other relevant documents as required by the Administrator/CoC in relation to each member of the Consortium, providing the details of total equity participation/economic interest of each member of Consortium in the Consortium.
7. Any other documents/information/undertaking prescribed herein as well as additional information which the PRA finds necessary to share or as may be notified by the Administrator/CoC from time to time.

ANNEXURE D: DETAILS OF THE PRA

1. Name and address:

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

2. Name and address (with proof) of the PRA:

3. Date of establishment of PRA / its Affiliate and copies of relevant documents:

4. Core area of expertise of PRA:

5. Contact Person:

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

6. PAN No. and / or CIN No. and / or Aadhaar No. or equivalent details of PRA and copies of documents:

7. Financial Profile:

(i) Financial Profile (consolidated / standalone as applicable):

| Relevant Date | Relevant Parameter used to meet the Eligibility Criteria in Annexure A |
|----------------------|---|
| As on 31 March 2022 | |
| As on 31 March 2023 | |
| As on 31 March 2024 | |

(ii) Experience of the PRA in the relevant sector(s).

(iii) History if any, of the PRA or Affiliates being declared a 'willful defaulter' or 'non-cooperative borrower' or 'non-impaired asset' or 'non-performing asset'.

(iv) Experience of the PRA in acquisition / turnaround of stressed assets.

(v) PRA's overall management strength.

- (vi) Latest Credit Rating, if any (copy to be enclosed).
- (vii) Profile of PRA including subsidiaries (wholly-owned subsidiary and partly-owned subsidiary, if any), promoter and promoter group, parent company and ultimate parent company and key managerial personnel.

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

ANNEXURE E: FORMAT OF CONFIDENTIALITY UNDERTAKING

[To be submitted on non-judicial stamp paper of appropriate value as per the stamp act, as applicable. In case of Consortium, to be submitted by each member of the Consortium. 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 EOI are appropriately apostilled/consularised, and stamp duty is paid in India before submission to the Administrator.]

Each page of the undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the signatory must affix his/her full signature and additionally affix the rubber stamp seal of the PRA. Kindly fill in the requisite details in each of the items where information is left blank or has been sought]

To

Ram Kumar
Administrator of AVIOM India Housing Finance Private Limited
[insert address as set out on cover page]

Re: Corporate Insolvency Resolution Process of AVIOM India Housing Finance Private Limited – Confidentiality Undertaking (“**Undertaking**”)

Dear Sir,

In exercise of powers conferred under Section 45-IE (1) of the Reserve Bank of India Act, 1934, and as per recommendation of National Housing Bank, the Reserve Bank of India (“**RBI**”) superseded the Board of Directors of AVIOM India Housing Finance Private Limited (“**Company**” or “**Disclosing Party**” or the “**Corporate Debtor**”) on 27 January 2025 and appointed Mr. Ram Kumar, ex-CGM of Punjab National Bank as the Administrator of the CD. Further, pursuant to press release bearing number 2024-2025/2038 dated 30 January 2025, the RBI informed that it has filed an application on 30 January 2025 for initiation of corporate insolvency resolution process (“**CIRP**”) against the Company under the Insolvency and Bankruptcy Code, 2016 read with Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudication Authority) Rules, 2019 (“**FSP Rules**”) and other regulations framed thereunder, before the Hon’ble National Company Law Tribunal, New Delhi bench (“**NCLT**”). The Hon’ble NCLT *vide* its order dated 20 February 2025 has admitted the application and ordered the commencement of CIRP of the Corporate Debtor in Company Petition (IB) 95 of 2025. As per the provisions of the Code, the Administrator is under an obligation to provide the ‘relevant information’ (as defined under the Code) to the prospective resolution applicants.

In view of the above, the Administrator will be sharing the relevant information, comprising/ containing certain Confidential Information (as defined in Clause 1 below) with us, *[insert name and description of the PRA]* (“**Recipient**” or “**Resolution Applicant**”) for the purpose of preparation, submission and negotiation of the resolution plan (“**Resolution Plan**”) by us in the CIRP of the Company (“**Purpose**”) and accordingly, the Resolution Applicant has agreed to execute this Undertaking to be bound by the terms and conditions hereinafter set forth governing, *inter-alia*, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE, the Resolution Applicant agrees, acknowledges, confirms, and undertakes as follows:

1. “**Confidential Information**” shall mean all information, whether in written, oral, pictorial, electronic, visual or any 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, provided by or on behalf of the Disclosing Party or any of its affiliates or advisers to me/us. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:

- a. any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organization, management, strategic initiatives and plans, policies and reports, financial position of the Company;
 - b. 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;
 - c. any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind;
 - d. 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;
 - e. any information belonging to identified third parties with whom the Company has business dealings;
 - f. any proposed business deals, contracts or agreements to which Company is party;
 - g. any information relating to disputes, litigations, proceedings filed by or against the Company;
 - h. the information memorandum in respect of the Company prepared under the provisions of the Code and 'relevant information' under Section 29 of the Code as well as the information contained in VDR;
 - i. contents of its Resolution Plan;
 - j. particulars of any negotiations conducted with the committee of creditors on its Resolution Plan;
 - k. 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; and
 - l. any information which is derived/generated from or copied from or reflects the abovementioned information.
2. The Recipient shall at all times observe the following terms:
- a. it shall hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;
 - b. it shall not, directly or indirectly, use the Confidential Information for: (i) any purpose other than the Purpose; or (ii) causing an undue gain or undue loss to itself or any other person;
 - c. it shall comply with the requirements under sub-section (2) of section 29 of the Code;
 - d. it shall comply with provisions of law for the time being in force relating to confidentiality and insider trading;

- e. it shall protect any intellectual property of the Corporate Debtor it may have access to;
- f. 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 to its Representatives in the manner provided below) without the prior consent of the Disclosing Party;
- g. 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 and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Undertaking. 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 Undertaking. 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 Undertaking by the Recipient. For the purposes of this Undertaking, 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” shall have the meaning ascribed to the term under the Companies Act, 2013. The terms **“Controlling”** and **“Controlled by”** or **“under common Control”** shall have corresponding meanings;
- h. 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 unauthorized access, use, dissemination, copying, theft and/or republication of the Confidential Information;
- i. 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);
- j. it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Undertaking 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;
- k. it shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Undertaking; and
- l. it shall protect against any unauthorized 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:
 - a. is or becomes available to the public domain without breach of this Undertaking by the Recipient; or
 - b. is disclosed with the prior written approval of the Disclosing Party; or

- c. was in the possession of the Recipient prior to its disclosure to them under this Undertaking from another source which was not under any obligation of confidentiality, which is evidenced from the records of the Recipient; or
- d. 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, and 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 Undertaking 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 Undertaking 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 Undertaking, 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 veracity, 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 acts, omissions, or 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 the committee of creditors of the Corporate Debtor ("CoC") 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 Undertaking 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 Undertaking, in addition to and without prejudice to, any other remedies available to the Disclosing Party and the CoC under applicable law or in equity.
- 8. The Recipient shall indemnify and hold harmless the Disclosing Party and the CoC 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 Undertaking, including but not limited to any gross negligence or willful 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 and the CoC, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Company or Disclosing Party in relation to the corporate insolvency resolution process of the Company.
- 10. 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/Administrator

Contact Person: Mr. Ram Kumar

Postal address: [●]

E-mail ID for correspondence: [●]

For Recipient/Prospective Resolution Applicant

Postal Address:

Contact Person:

Email:

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a) one (1) business day after its deposit with an overnight courier if for inland delivery; and (b) 5 (five) calendar days after its deposit with an international courier if for an overseas delivery; and (c) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not; and (iii) if sent by electronic mail, when actually received in readable form.

11. If any provision of this Undertaking is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Undertaking as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Undertaking as though the provision had never been included, in either case, the remaining provisions of this Undertaking shall remain in full force and effect.
12. No amendments, changes or modifications of any provision of this Undertaking shall be valid, except by an undertaking in writing signed by the Recipient and acknowledged and accepted by the Disclosing Party.
13. No failure or delay by Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.
14. The Recipient shall not assign or transfer its rights or obligations contained in this Undertaking or any interest therein without the prior written consent of the Disclosing Party.
15. This Undertaking 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/tribunals at Delhi including National Company Law Tribunal, Delhi bench (as applicable).
16. The Undertaking shall be in conjunction to any other undertakings provided by us to the Disclosing Parties.
17. Nothing in this Undertaking shall have the effect of limiting or restricting any liability arising because of fraud or willful default.
18. The Recipient hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform the obligations under this Undertaking.

19. This Undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the Disclosing Party to forfeit the refundable deposit in terms thereof.

IN WITNESS WHEREOF, the Prospective Resolution Applicant hereto has caused their duly authorized representatives to set their hands the day and year first above written.

Signed by
for and on behalf of
the Recipient/Prospective Resolution Applicant

Name:

Designation:

**ANNEXURE F: FORMAT OF DECLARATION CUM UNDERTAKING UNDER SECTION
29A OF THE CODE**

[To be submitted on non-judicial stamp paper of appropriate value as per the stamp act, as applicable. In case of Consortium, to be submitted by each member of the Consortium. 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 EOI are appropriately apostilled/consularised, and stamp duty is paid in India before submission to the Administrator.]

Each page of the declaration cum undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the signatory must affix his/her full signature and additionally affix the rubber stamp seal of the PRA. Kindly fill in the requisite details in each of the items where information is left blank or has been sought]

In the matter of Corporate Insolvency Resolution Process of AVIOM India Housing Finance Private Limited under the provisions of the Insolvency and Bankruptcy Code, 2016

I, [Name of Signatory], son of / daughter of [Name of Signatory's father] aged [Age of Signatory] resident of [Address of Signatory], the authorized signatory, on behalf of [insert name and description of the PRA] ("**Resolution Applicant**", a term which also includes any person acting jointly with the Resolution Applicant), duly authorized by the Resolution Applicant in terms of the board resolution dated [insert], which continues to be valid and subsisting as on the date of this declaration cum undertaking, do hereby solemnly affirm, state and declare to the committee of creditors ("**CoC**") of AVIOM India Housing Finance Private Limited ("**AVIOM**" or "**Company**") and the Administrator appointed for the Company ("**Administrator**") as follows:

1. That I am duly authorized and competent to make and affirm the instant declaration cum undertaking 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 Insolvency and Bankruptcy Code, 2016 read with the rules and regulations framed thereunder, as amended from time to time ("**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 Code) of (i) the Resolution Applicant; or (ii) any person acting jointly or in concert with the Resolution Applicant (a list of which is set out in the **Annexure** hereto):
 - 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 imprisonment²
 - 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;
 - e. is disqualified to act as a director under the Companies Act, 2013;³
 - 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 adjudicating authority under the Code;⁴
 - 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.
- 4. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure of relevant information and records in respect of itself, and all its connected persons as required under Regulation 36A(7)(D) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, for the assessment of its eligibility under Section 29A of the Code, as applicable to the corporate insolvency resolution process of the Company.
 - 5. That the Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents, records and information as may be required by the Administrator or the CoC to verify the statements made under this declaration cum undertaking.
 - 6. That the Resolution Applicant agrees that each member of the CoC and the Administrator are entitled to rely on the statements and affirmations made in this declaration cum undertaking for the purposes of determining the eligibility and assessing, agreeing and approving the resolution plan submitted by the Resolution Applicant.
 - 7. That the Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the Administrator and the members of the CoC, if the Resolution Applicant becomes aware of any change in factual information in relation to it or a person acting jointly or in concert with 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 during the corporate insolvency resolution process of the Company, after the submission of this declaration cum undertaking.

8. That this declaration cum undertaking shall be governed in accordance with the laws of India and courts/tribunals at Delhi including National Company Law Tribunal, Delhi bench (as applicable) shall have the exclusive jurisdiction over any dispute arising under this declaration cum undertaking.
9. This declaration cum undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the CoC to forfeit the refundable deposit in terms thereof.

IN WITNESS WHEREOF, the Resolution Applicant hereto has caused their duly authorized representatives to set their hands the day and year first above written.

Signed by
for and on behalf of
the Resolution Applicant

Name:
Designation:

Annexure – List of Connected Persons

Notes:

¹ Nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the Corporate Debtor.

Explanation I.- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the Corporate Debtor and is a related party of the Corporate Debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares or completion of such transactions as may be prescribed, prior to the insolvency commencement date.

Explanation II.— For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code;

² This clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A of the Code

³ This clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A of the Code.

⁴ This clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the Resolution Applicant pursuant to a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction.

ANNEXURE G: FORMAT OF DECLARATION CUM UNDERTAKING

[To be submitted on non-judicial stamp paper of appropriate value as per the stamp act, as applicable. In case of Consortium, to be submitted by each member of the Consortium. 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 EOI are appropriately apostilled/consularised, and stamp duty is paid in India before submission to the Administrator.]

Each page of the declaration cum undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the signatory must affix his/her full signature and additionally affix the rubber stamp seal of the PRA. Kindly fill in the requisite details in each of the items where information is left blank or has been sought]

In the matter of Corporate Insolvency Resolution Process of AVIOM India Housing Finance Private Limited (“AVIOM”) under the provisions of the Insolvency and Bankruptcy Code, 2016 (“Code”)

I, [Name of Signatory], son of / daughter of [Name of Signatory’s father] aged [Age of Signatory] resident of [Address of Signatory], the authorized signatory, on behalf of [insert name and description of the PRA] (“**Applicant**”), duly authorized by the Applicant in terms of the board resolution dated [insert], which continues to be valid and subsisting as on the date of this declaration cum undertaking, do hereby solemnly affirm, state and declare as under:

1. That the Applicant meets the eligibility criteria specified by the committee of creditors of AVIOM under clause (h) of sub-section (2) of section 25 of the Code and has provided relevant records in evidence of meeting such criteria.
2. That the Applicant does not suffer from any ineligibility under Section 29A of the Code to the extent applicable to the Applicant and has provided relevant information and records to enable an assessment of the same.
3. That the Applicant shall intimate the Administrator of AVIOM forthwith if it becomes ineligible at any time during the corporate insolvency resolution process of AVIOM.
4. That every information and records provided in expression of interest submitted by the Applicant is true and correct and discovery of any false information or record at any time will render the Applicant ineligible to submit resolution plan and shall make the Applicant liable for forfeiture of the refundable deposit in terms of the detailed invitation for expression of interest and shall also attract penal action under the Code against the Applicant.
5. This declaration cum undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the committee of creditors of AVIOM to forfeit the refundable deposit in terms thereof.

IN WITNESS WHEREOF, the Applicant hereto has caused their duly authorized representatives to set their hands the day and year first above written.

Signed by
for and on behalf of
the Applicant

Name:

Designation:

**ANNEXURE H: FORMAT OF REFUNDABLE DEPOSIT (IN CASE OF A BANK
GUARANTEE)**

(To be executed on non-judicial stamp paper of appropriate value as per the stamp act, as applicable)

To
Mr. Ram Kumar
AVIOM India Housing Finance Private Limited
E-mail ID for correspondence: [●]

Issue Date: ____ [Date of actual issuance will be inserted here].

Guarantee Type: Bank Guarantee

Guarantor Bank: ____

Address: ____

E-mail: ____

Applicant: ____

Beneficiary: AVIOM India Housing Finance Private Limited

Guarantee Amount and Currency: INR [●]

Expiry Date: [●] (“BG Validity Period”)

Claim Period: The Guarantor Bank agree that the guarantee herein contained shall remain in full force and effect and can be invoked till the period of 12 months after the BG Validity Period (“**Claim Period**”).

Demand: Any demand under this Guarantee can be made by the Beneficiary.

1. In consideration of [*Insert name of the Prospective Resolution Applicant*] (hereinafter called the “**Prospective Resolution Applicant**”) agreeing to undertake the obligations under the Invitation for Expression of Interest dated [●] (hereinafter called “**IEOI**”) issued by the Administrator of **AVIOM India Housing Finance Private Limited** (hereinafter called the “**Company**”), the [*Insert name and address of the bank issuing the guarantee and address of the office*] (hereinafter called the “**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to **AVIOM India Housing Finance Private Limited** (hereinafter referred to as “**Beneficiary**”) forthwith on demand in writing from the Beneficiary or any officer authorised by it in this behalf, any amount up to and not exceeding **INR [●]/-** on behalf of [*Insert name of the Prospective Resolution Applicant*] (“**Guarantee**” or “**Bank Guarantee**”).
2. This Bank Guarantee shall be valid and binding on the Guarantor Bank up to and including [●], and shall in no event be terminable, by notice or for any change in the constitution of the Guarantor Bank and/or the Beneficiary or for any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between the Prospective Resolution Applicant and the Beneficiary.

3. We, *[Insert name of Guarantor Bank]* do hereby undertake to pay the amounts due and payable under this Bank Guarantee without any demur or protest, merely on a demand from the Beneficiary, as above. Any such demand made on the Guarantor Bank, shall be conclusive as regards the amount due and payable by the Guarantor Bank under this Bank Guarantee.
4. Any such demand made on the Guarantor Bank, shall be conclusive as regards the amount due and payable by the Guarantor Bank under this Bank Guarantee. The Beneficiary shall have a right to invoke this Bank Guarantee, as many times as it deems fit, either in part or in full, as it may deem. However, our liability under this Bank Guarantee shall be restricted to an amount not exceeding [●].
5. The demand letter shall state the bank and account details of the beneficiary, where the Bank Guarantee amount is to be paid by the Guarantor Bank.
6. We undertake to pay any money so demanded as per the demand letter above notwithstanding any dispute or disputes raised by the Prospective Resolution Applicant or anyone else including in any suit or proceeding pending before any Court or Tribunal relating thereto. Our liability under this present being absolute and unequivocal.
7. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by *[Insert name of the Prospective Resolution Applicant]* and / or any other person. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Beneficiary (made in any format) raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to the Beneficiary. The Guarantor Bank shall not require the Beneficiary to justify for the invocation of this Guarantee, nor shall the Guarantor Bank have any recourse against the Beneficiary in respect of any payment made hereunder.
8. The Guarantor Bank's obligations are absolute, irrevocable and unconditional irrespective of any dispute or disputes raised by the Prospective Resolution Applicant or anyone else including in any suit or proceeding pending before any court or tribunal relating thereto or irrespective of the genuineness, validity, legality, regularity or enforceability of any document, or of any claims, set-off, defences or other rights that may have at any time and from time to time against the Guarantor Bank, whether in connection with this Bank Guarantee, any such document or otherwise, or any substitution, release or exchange of any other guarantee of, or security or support for, any of the guaranteed obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defence of a surety or guarantor, it being the intent of this clause that the Guarantor Bank's obligations hereunder shall be absolute and unconditional under any and all circumstances.
9. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment thereunder and the Prospective Resolution Applicant shall have no claim against us for making such payment.
10. We, the Guarantor Bank, further agree that the Guarantee herein contained shall remain in full force and effect up to and including [●]. The Beneficiary shall be entitled to invoke this Bank Guarantee by issuance of a written demand.
11. We, the Guarantor Bank, further agree that the Beneficiary/ its administrator/ its committee of creditors shall have the fullest liberty without our consent to vary any of the terms and conditions of the IEOI or any of the powers exercisable by the Committee of Creditors against the said Prospective Resolution Applicant and to forbear or enforce any of the terms and conditions of IEOI. We shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Prospective Resolution Applicant or by any

such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

12. This Bank Guarantee shall be valid and binding on the Guarantor Bank and shall in no event be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between the parties. This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.
13. This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts/tribunals at Delhi and National Company Law Tribunal, Allahabad bench (as applicable) shall have exclusive jurisdiction. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
14. This Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly the Beneficiary shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Prospective Resolution Applicant, to make any claim against or any demand on the Prospective Resolution Applicant or to give any notice to the Prospective Resolution Applicant or to exercise, levy or enforce any distress, diligence or other process against the Prospective Resolution Applicant. We, [●], lastly undertake not to revoke this Bank Guarantee during its currency.
15. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to and shall not exceed INR [●]/- and it shall remain in force up to and including [●] (being the date of expiry of the Guarantee). Further, a claim period of 12 (twelve) months after the BG Validity Period (being the Claim Period) is available to you to make a demand under this Guarantee. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only if the Beneficiary serves upon us a written claim or demand during the BG Validity Period or during the Claim Period.
16. All claims under this Bank Guarantee shall be payable at Noida, Uttar Pradesh.

The Guarantor Bank, through its authorised officer, has set its hand and stamp on this day of at

Attorney as per power of attorney No

For:

...

[Insert Name of the Bank]

Banker's Stamp and Full Address:

ANNEXURE I: CHECKLIST FOR SUBMISSION OF EOI

[To be submitted on the letterhead of the Company]

| S. No. | Required Documents | Responses (Y/N/NA) |
|---------------|---|-------------------------------|
| 1. | Annexure B: Format of EOI | - |
| 2. | Supporting documents as specified in Annexure C (as applicable) | - |
| 3. | Annexure D: Details of the PRA | - |
| 4. | Annexure E: Confidentiality Undertaking | - |
| 5. | Annexure F: Declaration cum Undertaking under Section 29A of the Code | - |
| 6. | Annexure G: Declaration cum Undertaking | - |
| 7. | Annexure H: Refundable Deposit | - |
| 8. | Annexure I: Duly filled checklist | - |