

**EXPRESSION OF INTEREST
for
M/s BIL INFRA TECH LIMITED UNDER CIRP
Corporate Debtor**

DATE: 18th September, 2021 (revised on 8th October, 2021)

**SUBODH KUMAR AGRAWAL
RESOLUTION PROFESSIONAL
IBBI/IPA-001/IP-P00087/2017-18/10183**

INDEX

SN	PARTCULARS	PAGE NO.
	Background	3
	Submission of EOI	4
	Important Notes	7
1	Annexure-A: Eligibility Criteria For Resolution Applicant	10
2	Annexure-B: Format For Expression of Interest For Resolution Plan of BIL Infratech Limited	12
3	Annexure-C: List of Supporting Documents required	15
4	Annexure-D: Details Required	17
5	Annexure-E: Consortium Details	19
6	Annexure-F: Affidavit regarding Section 29A of The Insolvency and Bankruptcy Code, 2016	20
7	Annexure-G: Undertaking by Prospective Resolution Applicant	24
8	Annexure-H: Non -Disclosure Agreement	26

Date:

**EXPRESSION OF INTEREST
M/s BIL Infratech Limited****1. BACKGROUND**

M/s BIL Infratech Limited, hereinafter referred as BILIL was incorporated in the year 2010 with the Registrar of Companies, Kolkata vide Certificate of Incorporation dated 29.07.2010.

At present, the Registered Office of the Company is located at 37/2, Chinar Park, New Town, Rajarhat Main Road, P.O.: Hatiara, Kolkata, 700157, India.

The Authorized Capital of the Company is Rs. 30,00,00,000/- (**Rs. Thirty Crores only**) and the paid-up Share Capital of the Company is Rs. 25,00,00,000/- (**Rs. Twenty Five Crores only**).

BIL Infratech Limited (BILIL) is a wholly-owned subsidiary of Binani Industries Limited, India a part of Braj Binani Group.

The Group has expertise and has constructed in-house, all its manufacturing facilities like Power Units, Clinker & Cement, Zinc Smelter and Fibre Glass manufacturing facilities with it in-house design and construction team.

Since its formation, BIL Infratech Limited has enjoyed exponential growth securing a large number of projects from the public and private sector namely in Material Handling, Cement Plant, Mining & Beneficiation Projects, Infrastructure Projects, Multi-storeyed Building etc. BIL Infratech Limited had success in securing orders, executing them within schedule mostly and to customers tailored need.

BIL Infratech Ltd. has been awarded the **Fastest Growing Indian Company Excellence Award** by **International Achievers Conference**, New Delhi on the occasion of National Seminar on "**Individual Achievements & Economic Globalization**".

2. INVITATION FOR EXPRESSION OF INTERESTS TO SUBMIT A RESOLUTION PLAN FOR THE CORPORATE DEBTOR

M/s BIL Infratech Limited is currently under Corporate Insolvency Resolution Process (CIRP) under the provisions of the Insolvency and Bankruptcy Code, 2016 (IBC), pursuant to an order dated 28th July, 2021 of Hon'ble Hon'ble National Company Law Tribunal, Kolkata Bench (NCLT) and appointed Subodh Kumar Agrawal as the Interim Resolution Professional. Subsequently, Committee of Creditors approved the appointment of Mr Subodh Kumar Agrawal as Resolution Professional.

After due consultations with and approval of the Committee of Creditors ('CoC'), and pursuant to Section 25(2)(h) of the Code, read with Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("CIRP Regulations"), the Resolution Professional hereby invites Expressions of Interest ("EOI") from interested and eligible prospective resolution applicants ("Prospective Resolution Applicants" or "PRAs") for submission of resolution plans in respect of the Corporate Debtor.

The Shortlisted Prospective RAs will be required to execute a non-disclosure agreement ("NDA") as per the requirements of the IBC and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("CIRP Regulations") as a condition for receiving the Information Memorandum ("IM"), Request for Resolution Plan (RFRP), Evaluation Matrix ("EM"), access to data/ information and other relevant information in relation to the Company. Further objections if any in relation to PRA's shall be received and resolved and Final list of PRA's shall be arrived.

The final PRA's shall submit the resolution plan along with Bid Guarantee as set out in RFRP to the resolution professional. The resolution professional shall evaluate all the resolution plan received and shall present to the CoC. The resolution professional shall Submit to the CoC, all such resolution plans which comply with the requirement of the code and regulations made thereunder.

The CoC shall then evaluate the resolution plans strictly as per the evaluation matrix and provision of the Insolvency and Bankruptcy Code to identify the best resolution plan and may approve it with such modifications as it deem fit.

3. ELIGIBILITY CRITERIA

The Committee of Creditors has approved the Eligibility criteria for the prospective Resolution Applicants which is being annexed as **Annexure A**.

4. REFUNDABLE "PROCESS PARTICIPATION DEPOSIT" AND "BIDBOND"

Each Prospective RA is required to provide a non-interest-bearing Refundable Deposit of INR 15,00,000 (INR Fifteen Lakhs only) along with the EOI application by way of Demand Draft/ NEFT/ RTGS in the prescribed format in **Annexure-I** in the following account:

Bank Name	Punjab National Bank
Account Name	BIL Infratech Ltd under CIRP
Branch Address	LCB Branch, United Towers, 11, Hemant Basu Sarani, Kolkata 700001

A/c No.	17212029-000-000-11
IFSC	PUNB0662200

The refundable deposit (less any taxes) shall be returned to Prospective RAs, without any interest, who is not shortlisted. For any Prospective RA who is shortlisted, the refundable deposit (less any taxes) shall be applied towards the upfront contribution to be made by the successful resolution applicant as per the Resolution Plan if they are declared as the successful resolution applicant and the deposit of unsuccessful resolution applicant shall be returned, without any interest. However, if any information and records provided in expression of interest is untrue or incorrect or if any information or record is discovered as false at any time, then the aforesaid refundable deposit will be forfeited at the sole discretion of the RP/ CoC.

Each shortlisted Prospective RA will be required to give a bid bond for INR 1,00,00,000 (INR One crore Only) (“**Bid Bond**”) in the form of Demand Draft/ RTGS/ NEFT in accordance with the terms of the Process Memorandum/ Request for Resolution Plan along with their Resolution Plans at the time of submission of Plan.

The Bid Bond will be adjusted against the upfront contribution to be made by the successful resolution applicant as per the Resolution Plan. However, the Bid Bond submitted by a successful resolution applicant may be returned to them if such successful resolution applicant (a) requests for such return and (b) simultaneously with such return of the Bid Bond, transfers an amount of INR 1,00,00,000 (INR One crore Only) by way of RTGS/NEFT/ DEMAND DRAFT to be applied towards the upfront contribution to be made by the successful resolution applicant as per the Resolution Plan. The Bid Bond will be refunded to the unsuccessful resolution applicant, without interest, as per the timeline specified in the RFRP documents.

The Bid Bond amount may be paid through a Demand Draft drawn in favour of “**BIL Infratech Ltd under CIRP**” payable at Kolkata or by way of RTGS/ NEFT/ DEMAND DRAFT as per the details set out above.

5. **SUBMISSION OF EOI:**

The Prospective RAs shall submit the following documents in sealed envelope superscripted as “**Expression of Interest for participating in CIRP of M/s BIL Infratech Limited**”

- (i) EOI in the format as set out in **Annexure ‘B’** hereto along with all documents required to be provided there with;
- (ii) All the supporting documents set out in **Annexure ‘C’** hereto; and
- (iii) The details of the Applicant shall be as set out in **Annexure ‘D’** hereto.

The Prospective RAs shall submit the above-mentioned documents in a sealed envelope in hard copy along with the Annexures stated above, to the following address by post or deliver in person:

Mr. Subodh Kumar Agrawal
 Resolution Professional –
 M/s BIL Infratech Limited
 Room No- 301, 3rd Floor,
 1, Ganesh Chandra Avenue, Kolkata - 700013, India

Additionally, and mandatorily, a soft copy of EOI along with annexures stated above should also be mailed to: subodhka@gmail.com / cirp.bilinfra@gmail.com

- **The Details of other timelines as per Form G published are as under:-**

SN	Particulars	Timelines on or before
1	Submission of EOI along with all Annexures and relevant Documents	29 th October, 2021 (8 th October, 2021)
2	Issue of provisional list of eligible prospective resolution Applicants	30 th October, 2021 (earlier 9 th October, 2021)
3	Submission of Objection to Provisional list of resolution Applicants	4 th November, 2021 (earlier 14 th October, 2021)
4	Issue of RFRP, evaluation Matrix and Information Memorandum and access to data room for limited due diligence to shortlisted RA after receipt of Confidentiality undertaking.	30 th October, 2021 (earlier 9 th October, 2021)
5	Issue of final list of prospective resolution applicants	6 th November, 2021 (earlier 15 th October, 2021)
6	Submission of Resolution Plan	30 th November, 2021 (earlier 10 th November, 2021)

6. **LAST DATE FOR SUBMISSION OF EXPRESSION OF INTEREST:**

The last date for submission of EOI is 29th October, 2021.

The last date for submission of Resolution Plan will be as specified in the Request for Resolution Plan (RFRP)/ Process Memorandum and also published on the website of the corporate debtor at <http://bilinfratech.com/> and shall be shared with the shortlisted resolution applicants.

IMPORTANT NOTES

- All PRAs should be capable of carrying on the business/ businesses of BIL Infratech Limited being bid for, and that such PRA meets the ‘fit & proper’ criteria as applicable to the running of such business/ businesses.
- 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, FSP Rules and any other applicable laws for resolution plans and all matters under, in pursuant to, in furtherance of or in relation to, this invitation.
- The EOI should be unconditional and should be submitted in the format attached as Annexure ‘C’.
- The EOI and other concerned documents shall be signed by the Authorized signatory of the PRA, supported by evidence of authority of such Person (Board resolution or Power of Attorney, authorizing the PRA to execute the EOI) and appropriately stamped / company seal (if any) affixed by the representative of the Applicant.
- **Disqualification under Section 29A of the Code**

Please note that EOI of the PRA will not be accepted / shortlisted if it or any person acting jointly or in concert with it is disqualified under Section 29A of the Code (as amended from time to time, including extant law/ regulations prevailing at the time of evaluation of eligibility criteria). In case of an EOI by a consortium, each member of the consortium should be eligible under Section 29A of the Code. Each PRA, along with EOI, is required to furnish an undertaking as per Regulation 36A(7) (c) of the CIRP Regulations in the form as set out in Annexure ‘E’ hereof confirming that it is not disqualified under Section 29A of the Code.

- The Resolution Professional (with the approval of CoC) reserves the right to accept any EOI submitted after the Last Date and no PRA shall have the right to object to such acceptance.
- The Resolution Professional and the CoC have the right to cancel / modify or reject the EOI or withdraw the process of invitation of EOI without assigning any reason and

without any liability. This is not an offer document and is issued with no commitment.

- The Resolution Professional and the CoC reserve the right to issue clarifications, amendments and modifications to the EOI or to waive or relax any term or condition or its application in any particular case, in each case as they may deem fit in their sole discretion. The Resolution Professional and the CoC also have the right to issue further supplements to the invitation for EOIs and retain the right to require additional documents from the
- PRAs without assigning any reason and without any liability. PRAs should regularly visit the Company's web site at www.bilinftratech.com to keep themselves updated regarding clarifications/ amendments/ time-extensions, if any.
- 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 conditions in the EOI 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 Resolution Professional or CoC, in their sole discretion, including those in relation to access to VDR or as may be stipulated under the RFRP. Without prejudice to the generality of the above provisions, the Resolution Professional (RP) / 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 for EOI; or
 - b) If the PRA does not submit such further documents or information as requested by the Resolution professional for conducting due diligence on the PRA;
 - c) If any information/document provided is false, incorrect, inaccurate or misleading or in the opinion of the Resolution professional / CoC, the PRA is not credible
- No oral conversations or agreements with the Resolution Professional or any official, agent or employee of the Resolution professional, or any member of the CoC or any official, agent or employee of the Company shall affect or modify any terms of this EOI.

- Neither the PRA nor any of representatives of the PRA shall have any claims whatsoever against the Resolution professional or its advisors or any member of the CoC and its Advisors or any of their directors, officials, agents or employees arising out of or relating to this EOI.
- All the EOIs received will be reviewed by the Resolution Professional in consultation with its advisors and CoC and a provisional list of eligible PRAs shall be shared in accordance with the Code and CIRP Regulations. By submitting its EOI, each PRA shall be deemed to acknowledge that it has carefully read the entire invitation for expression of interest and has fully informed itself as to all existing conditions, limitations and applicable laws.
- For any clarifications on the process of submission of EOI, please contact on cirp.bilinfra@gmail.com with a subject line “BIL Infratech Limited. – Clarification on EoI”

Mr. Subodh Kumar Agrawal

Resolution Professional –

M/s BIL Infratech Limited

Room No- 301, 3rd Floor,

1, Ganesh Chandra Avenue, Kolkata- 700013, India

email id- subodhka@gmail.com / cirp.bilinfra@gmail.com

ANNEXURE A**ELIGIBILITY CRITERIA FOR RESOLUTION APPLICANT****A. Categories**

1. **Category I** - In case of a Private/Public Limited Company, LLP, Body Corporate whether incorporated in India or outside India, Individual (including Partnership):

- (a) Minimum Tangible Net worth (TNW) of INR 10.00 Crores (INR Ten Crores) and above as on 31st March 2021 based on audited financial statements of the entity and as certified by a Chartered Accountant (or equivalent qualification) (if the financial year ending for the entity is June/ September/ December, then it shall be as on 30th June 2020/ 30th September, 2020/ 31st December, 2020) as certified by a Chartered Accountant (or equivalent qualification).

In case of a consortium, all the members of the consortium, should together meet the eligibility criteria.

- An Individual (including Partnership Firms) can bid individually and/or as part of consortium with a Private/ Public Limited Company, LLP, Body Corporate etc.
- Individual is required to submit latest CA certificate for Tangible Network for last three years. (In case of Network, Book value of immovable assets would be considered based on CA certificate. Latest year of Network in CA certificate should be 31.03.2021 along with previous two years. In case the latest network as on 31.3.2021 is unavailable, net worth as on 31.03.2020 is to be provided along with previous two years).
- Individual is required to submit Tax Audit Report for last three assessment years under the Income Tax Act, 1961, certified by CA/ Tax Auditor, if applicable.

Note - Under this CIRP process, an Individual cannot delegate his powers/duties etc. to any other person, wherever required he/she should perform his/her power/duties in person save and except being represented by the lead member under the consortium.

2. **Category II** - In case of Financial Investors (FII) / Non-Banking Finance Companies (NBFC)/ Mutual Funds / Private Equity/ Venture Capital Funds, Domestic/ foreign Investment institutions, Asset reconstruction Companies, Banks and similar entities:

- i) Assets Under Management (AUM) of at least INR 50.00 Crores (Rs Fifty Crores) as on 31st March, 2021 based on audited financial statements of the entity and as certified by a Chartered Accountant (or equivalent qualification) (if the financial year ending for the entity is June/ September/ December, then it shall

- be as on 30th June 2020/ 30th September, 2020/ 31st December, 2020) as certified by a Chartered Accountant (or equivalent qualification); or
- ii) Committed funds available for investment / deployment of at least INR 50 Crores (INR Fifty Crores) as on March 31st, 2021 as certified by a Chartered Accountant (or equivalent qualification).

In case of a consortium, all the members of the consortium, should together meet the eligibility criteria

Notes:

- a. In case the prospective Resolution Applicant is a SPV/ LLP, the eligibility criteria of the parent entity/ promoters would be considered in proportion to their share in SPV/ LLP and necessary documents of the parent entity/ promoters need to be provided.
- b. In case of a consortium, the eligibility criteria shall be required to be fulfilled in proportion to the share in the consortium and the threshold limits shall be accordingly considered.

B. Payment of Process Participation Deposit:

- a. Each PRA is required to deposit a refundable process participation deposit of INR 15,00,000 (INR Fifteen Lacs only) by way of NEFT/ RTGS to the following account or by way of Demand Draft along with the EOI application.

Bank Name	Punjab National Bank
Account Name	BIL Infratech Ltd under CIRP
Branch Address	LCB Branch, United Towers, 11, Hemant Basu Sarani, Kolkata 700001
A/c No.	17212029-000-000-11
IFSC	PUNB0662200

- b. The proof of payment of the same shall be submitted along with the EOI application and EOI documents. The above deposit is refundable.
- c. Shortlisted Prospective Resolution Applicants based on the eligibility criteria and shall be provided with the evaluation matrix, Information Memorandum and other relevant documents on signing of Non-Disclosure Agreement.

Disqualifications under Section 29A

The provisions of Section 29A will be applicable in determining the non-eligibility of a prospective resolution applicants.

ANNEXURE B
FORMAT OF EOI
[On the Letterhead of the Prospective RA]

EXPRESSION OF INTEREST-
M/s BIL Infratech Limited

Date: [●]

To,
Mr. Subodh Kumar Agrawal
Resolution Professional (IRP)
M/s BIL Infratech Limited
Room No- 301, 3rd Floor,
1, Ganesh Chandra Avenue, Kolkata- 700013, India
subodhka@gmail.com / cirp.bilinfra@gmail.com

Subject: Submission of Expression of Interest (“EOI”) for submitting Resolution Plan for M/s BIL Infratech Limited (“Company”) undergoing Corporate Insolvency Resolution Process (“CIRP”).

Dear Sir,

In response to the advertisement [*Insert the names of the newspaper and/or website*] dated [●] (“**Advertisement**”) inviting expression of interest for submission of resolution plans (“**Resolution Plan**”) as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“**IBC**”), we hereby submit an expression of interest (“**EOI**”) for the submission of resolution plan under CIRP initiated in relation to the Company.

We confirm that we have understood the requirements and the terms and conditions for filing of this EOI for submission of a resolution plan in respect of the Company.

Along with our EOI, we have also enclosed the information required as per “**Annexure C**” and “**Annexure D**”, “**Annexure E**” undertaking for equity participation and the undertakings required in the format set out in “**Annexure F**”, “**Annexure G**” and **Annexure H** of the EOI.

We further undertake that the information furnished by us in this EOI and Annexures hereto is true, correct, complete, and accurate. We understand that you would be able to evaluate our preliminary proposal and eligibility based on this information provided herein in order to shortlist us for the above-mentioned proposal.

Further, we agree, acknowledge and confirm as follows:

- (a) This EOI will be evaluated by the RP on behalf of the Committee of Creditors (“**CoC**”) of the Company based on the information provided in this EOI and the Annexures and other documents attached herewith to determine if we are ineligible to receive a request or invitation for submission of a resolution plan in relation to the Company under the CIRP (“**Resolution Plan**”) and to submit a Resolution Plan;
- (b) The RP and/or the CoC reserve the right to determine, at their sole discretion, if we are ineligible for the submission of the proposal and may reject the EOI submitted by us without assigning any reason and without any liability whatsoever;
- (c) The RP and/or the CoC reserve the right to request for additional information or clarification from us for the purposes of the EOI and we shall promptly comply with such requirements. Failure to satisfy the queries of RP and/or CoC may lead to rejection of our submission pursuant to EOI;
- (d) Any change in consortium or any material change affecting the consortium members’ ability to perform in consortium shall be intimated within 3 (three) business days (means a day (other than Sunday) on which banks are open for general business in Kolkata) of such change to the CoC and the RP. Allowing such change will be at the sole discretion of the CoC and/or the RP, however any change to the lead member of the consortium will not be allowed;
- (e) Meeting the qualification criteria set out in **Annexure A** of the EOI alone does not automatically entitle us to participate in the next stage of the bid process
- (f) We are not an ineligible in terms of provisions of Section 29A of the IBC. We are enclosing herewith an undertaking in a form set out in **Annexure F** of the EOI in connection with 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.

We are enclosing herewith:

- (a) an undertaking in form set out in **Annexure G** of the EOI;
- (b) the relevant records and documents in evidence of meeting the eligibility criteria, information and records to enable an assessment of ineligibility under Section 29A of IBC; and
- (c) *[Add details of any other documents enclosed]*

[I/We] represent and confirm that [I/we], and no other person acting jointly or in concert with [me/us] is disqualified under the provisions of Section 29A of the IB Code to submit a resolution plan as on the date of this EOI.

Yours Sincerely,

On behalf of

[Insert the name of the entity submitting the EOI]

Name of Signatory:

Designation:

Company Seal/Stamp

Note:

- (a) In case of Consortium Applicant, the EOI shall be signed by each member.*
- (b) The person signing the EOI and other supporting documents should be an authorized signatory supported by necessary board resolutions / authorization letter.*

ANNEXURE C

[On the Letterhead of the Prospective RA]

SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI

[Note: In case of joint EOIs, the details set out below are to be provided for each of the entities / groups submitting each joint EOI.]

1. For all Prospective RAs:

- (a) Profile of the Prospective RAs including subsidiary (wholly-owned subsidiary, partly-owned subsidiary (if any)), associates, affiliates, joint ventures, promoter and promoters' group and key managerial personnel.

An Individual (including partnership Firm) should provide his profile along with the profile of business/Company/Body Corporate/ Firm/LLP/Employer he/she is associated with.

- (b) Rationale for bidding for the Company.

- (c) Copies of Certificate of Incorporation/ Registration and Constitutional Documents (including memorandum and articles of association or equivalent document).

An Individual (including partnership firm) should submit duly attested copy of Aadhaar Card, Passport, Certificate of Highest qualification obtained. If Partnership, then the Copy of partnership deed to be provided.

- (d) Copy of PAN card or equivalent documents.

- (e) Audited financial statements for immediately preceding 3 (three) years of the Prospective RA and/or its promoter/ promoter group or any other group company as per eligibility criteria.

- (f) A notarized declaration from the Prospective RA in order to demonstrate that the promoter/ promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the eligibility criteria. Please note that the Prospective RA shall provide all relevant documents for its promoter/ promoter group or any other group company, if required to meet the eligibility criteria.

- (g) Certificate from the Statutory Auditor (for Prospective RAs incorporated in India, if any) or equivalent (for Prospective RAs incorporated outside India, if any)

certifying as at end of last 3 financial years. For F.Y. 2019-2020, in case the audited financial statements are not available at the time of making the application, the Prospective RA may submit the Provisional Financial statement. However, in this case an undertaking need to be provided for timely completion and submission of audited financial statement certified by statutory auditor or equivalent:

- (i) Tangible Net worth in case of Category I Prospective RA; and
 - (ii) Assets Under Management in case of Category II Prospective RA;
- (h) For an Individual RA, Certificate from CA certifying as at end of last 3 financial years. For F.Y. 2019-2020, in case the audited financial statements are not available at the time of making the application, the Prospective RA may submit the Provisional Financial statement. However, in this case an undertaking need to be provided for timely completion and submission of audited financial statement certified by CA/Tax Auditor, as applicable:

- (i) Tangible Net worth
- (ii) Cash and Cash Equivalents

Tax Audit report for the year ended 31st March, 2020, if applicable, is to be submitted before approval of the final plan by the COC.

- (i) Provide a non-interest-bearing refundable deposit of INR 15,00,000 (INR Fifteen Lacs only) along with the EOI application by way of Demand Draft/ NEFT/ RTGS/ DEMAND DRAFT in the following account:

Bank Name	Punjab National Bank
Account Name	BIL Infratech Ltd under CIRP
Branch Address	LCB Branch, United Towers, 11, Hemant Basu Sarani, Kolkata 700001
A/c No.	17212029-000-000-11
IFSC	PUNB0662200

2. For Category II Prospective RAs- Relevant statement of funds availability of the Prospective RA and/or promoter/promoter group or any other group company, as per the eligibility criteria.
3. In case of an EOI from a consortium, copy of a consortium agreement (if any) and other relevant documents as required by the RP/CoC in relation to each member of the Consortium.
4. Any other documents/information/undertakings/affidavits prescribed herein as well as additional information which the PRA finds necessary to share or as may be notified by the RP from time to time

ANNEXURE D

[On the Letterhead of the Prospective RA]

REQUIRED INFORMATION

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

1. Name and Address:

- (a) Name of the Firm/Company/Organization/Individual:
- (b) Address:
- (c) Telephone No:
- (d) Fax:
- (e) Email:
- (f) PAN/CIN:

2. Date of Establishment:**3. Core Area of Expertise:****4. Contact Person:**

- (a) Name:
- (b) Designation:
- (c) Telephone No:
- (d) Email:

5. Prospective Resolution Applicant (Company/ FI Profile):

- (a) Company Financial Profile (consolidated / standalone as applicable):

[Note: The Company profile should necessarily include net worth and revenue numbers of the preceding three years. Where the entity submitting the EOI is a financial investor / fund entity, please provide details pertaining to "assets under management" and/or "committed funds" for the preceding three years or the committed funds available as on March 31, 2021, for investment or if not available then for March 31, 2020].

- (b) Names & DIN of Directors including Independent Directors
- (c) Experience of the Company in the relevant sector.
- (d) Names of key lenders, if any, to the Company or its affiliates

- (e) History if any, of the Company or affiliates of the Company being declared a 'willful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non-performing asset'.

6. Prospective Resolution Applicant (Individual Profile):

- (a) Individual Financial Profile:
[Note: The Individual profile should necessarily include net worth and revenue numbers of the preceding three years.]
- (b) Past 3 years Individual P/L and Balance Sheet certified by Tax Auditor/ CA
- (c) CA certificate for Networth for last three years.
(In case of Networth, Book value of immovable assets would be considered based on CA certificate. Latest year of networth in CA certificate should be 31.03.2021 along with previous two years. In case the latest networth as on 31.3.2020 is unavailable, networth as on 31.03.2019 is to be provided along with previous two years.)
- (d) Latest Tax Assessment Order.
- (e) Tax Audit Report for last three years, if applicable
- (f) Details of ongoing business engagements/ employment/ partnership/ proprietorship/ membership/ any other concern
- (g) DIN & Directorship held by Individual Applicant
- (h) Experience of the Individual in the relevant sector.
- (i) Names of key lenders, if case of any loan outstanding on the Individual/Spouse/Dependent
- (j) In case an Individual is employee, please provide - date of joining, current designation.
- (k) Certificate of highest qualification obtained
- (l) History if any, of the Individual or its Spouse/Dependent/Partner/Firm/Company/Business Engagements being declared a 'willful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non-performing asset'.

7. Miscellaneous

- (a) Any other relevant details which would be useful for the RP to be aware of in respect of the EOI including but not limited to their eligibility/ineligibility pursuant to conditions prescribed under Section 29A of the IBC.
- (b) Any other relevant details which would be useful for the RP to evaluate the bid and help to shortlist for the next stage in the process.

CONSORTIUM DETAILS
[To be executed on stamp paper]

ANNEXURE E

To,
Mr. Subodh Kumar Agrawal
Resolution Professional (IRP)
M/s BIL Infratech Limited
Room No- 301, 3rd Floor,
1, Ganesh Chandra Avenue, Kolkata- 700013, India
subodhka@gmail.com/ cirp.bilinfra@gmail.com

Subject: Undertaking for Equity Participation

Dear Sir,

This is in relation to the corporate insolvency resolution process of M/s BIL Infratech Limited (“Company”) as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC”). In response to the public advertisement in [●] and [●] dated [●] 2021 (“Advertisement”) inviting expressions of interest (EOI) for submission of resolution plans (“Resolution Plan”) for the Company, we have submitted an expression of interest as a consortium. The members of the consortium are as follows:

[Insert names of the members of the consortium, their equity participation in the consortium and indicate the lead member]

As required in terms of the EOI, we agree and undertake that we will continue to hold at least [26% / 10% (lead member to choose 26% and other to choose 10%)] equity participation in the consortium till [●]. 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, COMPANY STAMP AND DELIVERED by [Lead Member/other members of the consortium]

ANNEXURE F

**UNDERTAKING FOR NO DISQUALIFICATION UNDER SECTION 29A OF
THE IBC**

[On the letter head of the Resolution Applicant]

To,

Mr. Subodh Kumar Agrawal

Resolution Professional (IRP)

M/s BIL Infratech Limited

Room No- 301, 3rd Floor,

1, Ganesh Chandra Avenue, Kolkata- 700013, India

subodhka@gmail.com/ cirp.bilinfra@gmail.com

Dear Sir,

Sub: **Resolution Applicant's undertaking under the Insolvency and Bankruptcy Code, 2016 ("IBC") and the rules and regulations prescribed there under confirming no disqualification under Section 29A of the IBC.**

We refer to the expression of dated [●] ("**Expression of Interest**") in relation to the corporate insolvency resolution process of M/s BIL Infratech Limited ("**Company**"). In furtherance of the Expression of Interest, [I/We], [Insert name], the proposed resolution applicant ("**Resolution Applicant**") hereby confirm that we are not ineligible under Section 29A of the IBC.

Without prejudice to the generality of the foregoing, we hereby unconditionally certify and confirm as follows:

1. I/We hereby unconditionally state, submit and confirm that we are not disqualified from submitting expressions of interest in respect of the Corporate Debtor, pursuant to the provisions Section 29A of the IBC and/or otherwise.
2. I/We say that in terms of Section 29A of IBC, certain persons/category of persons have been specified as ineligible for the purposes of submission of resolution plan.
3. I / We hereby state, submit and declare that none of (a) us being the Prospective Resolution Applicant; (b) any other person acting jointly or in concert with us:
 - (a) is an undischarged insolvent;
 - (b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
 - (c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under

any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor;

Note: (1) A person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan. If that is the case please provide details of the NPAs and undertaking in relation to payment of all overdue amounts prior to submission of the resolution plan.

(2) 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.

(3) For the purposes of this clause,

- (i) the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date; and*
 - (ii) 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 IBC, 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 IBC.]*
- (d) has been convicted for any offence punishable with imprisonment:
- (i) for two years or more under any Act specified under the Twelfth Schedule of the IBC ; or ,
 - (ii) for seven years or more under any law for the time being in force;
- [Note: This clause shall not apply:*
- (i) to a person after the expiry of a period of two years from the date of his release from imprisonment: or*
 - (ii) in relation to a connected person referred to in clause(iii) of the definition of connected person.]*
- (e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013);
[Note: This clause shall not apply in relation to a connected person referred to in clause (iii) of the definition of connected persons.]
- (f) is prohibited by the Securities and Exchange Board of India from trading in

securities or accessing the securities markets;

- (g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under IBC;

[Note: 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 IBC or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction.]

- (h) has executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under IBC and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- (i) is subject to any disability, corresponding to clauses (a) to (h) above, under any law in a jurisdiction outside India; or
- (j) has a connected person not eligible under clauses (a) to (i) above.

2. Unless a contrary intention appears, the terms used herein shall have the meaning assigned to such terms under the IBC. Additionally, the following terms used herein shall the following meaning:

- (a) “**connected person**” means:
- (i) any person who is the promoter or in the management or control of the Resolution Applicant; or
 - (ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or
 - (iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii).

Provided that: (a) nothing in clause (iii) of this definition shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor; and

(b) the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or

substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date.

- (b) "**financial entity**" means the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely:
- (i) a scheduled bank;
 - (ii) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding;
 - (iii) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);
 - (iv) an asset reconstruction company registered with the Reserve Bank of India under section 3 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
 - (v) an Alternate Investment Fund registered with Securities and Exchange Board of India;
 - (vi) such categories of persons as may be notified by the Central Government.

Yours Sincerely,

On behalf of

[Insert the name of the entity submitting the EOI]

Name of Signatory:

Designation:

Company Seal/Stamp

Date: [●]

Note:

- (a) *Where the resolution applicant is a consortium, the affidavit set out below is to be provided by each member of the consortium.]*
- (b) *The person signing this undertaking and other supporting document should be an authorized signatory supported by necessary board resolutions / authorization letter.*
- (c) *For an Individual – Only Signature and Name of the Individual is required; Signature should tally with PAN/other KYC documents submitted*

ANNEXURE G
FORM OF UNDERTAKING TO BE PROVIDED BY RESOLUTION APPLICANT

[On the letter head of the Resolution Applicant]

Resolution Applicant's Undertaking

To,

Mr. Subodh Kumar Agrawal

Resolution Professional (IRP)

M/s BIL Infratech Limited

Room No- 301, 3rd Floor,

1, Ganesh Chandra Avenue, Kolkata- 700013, India

subodhka@gmail.com/ cirp.bilinfra@gmail.com

Dear Sir,

Sub: Resolution Applicant's undertaking in relation to the Expression of Interest in the corporate insolvency resolution process of M/s BIL Infratech Limited ("Company").

1. We, [Insert name of the Resolution Applicant] ("**Resolution Applicant**"), refer to the expression of interest dated [●] ("**EOI**") submitted by us in relation to the captioned matter.
2. We hereby undertake, agree, acknowledge and confirm that:
 - (a) the Resolution Applicant meets the criteria specified by the Committee of Creditors of the Company under clause (h) of sub-section (2) of section 25 of the Insolvency and Bankruptcy Code, 2016 ("**IBC**"), relevant records in evidence of meeting the said criteria is attached herewith as Exhibit A;
 - (b) the Resolution Applicant does not suffer from any ineligibility under section 29A of the IBC (to the extent applicable), relevant information and records to enable an assessment of our ineligibility are enclosed herewith as Exhibit B;
 - (c) the Resolution Applicant shall intimate the resolution professional forthwith if we become

ineligible at any time during the corporate insolvency resolution process;

- (d) all the information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, and the Resolution Applicant will forfeit the refundable deposit in the sole discretion of the RP, and attract penal action under the IBC; and
- (e) the Resolution Applicant shall maintain confidentiality of the information and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under sub-section (2) of section 29 of the IBC.

3. We further undertake and confirm that the EOI submitted by us is unconditional.

Yours Sincerely,

On behalf of

[Insert the name of the entity submitting the EOI]

Name of Signatory:

Designation:

Company Seal/Stamp

Date: [●]

Note:

- (a) In case of Consortium applicant this undertaking shall be signed by each member.*
- (b) The person signing this undertaking and other supporting document should be an authorized signatory supported by necessary board resolutions / authorization letter.*
- (c) For an Individual – Only Signature and Name of the Individual is required; Signature should tally with PAN/other KYC documents submitted*

**ANNEXURE H
NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made on this day of ..., 2021 by and between: **CA Subodh Kumar Agrawal**, being a registered insolvency professional bearing registration no. IBBI/IPA-001/IP- P00087/2017-2018/10183, and appointed as Interim Resolution Professional/ Resolution Professional for **BIL Infratech Limited (“Company”)** in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 (“Code”), (“**Disclosing Party/IRP**”) of the **FIRST PART**;

And

.....company incorporated in and having its registered office at **“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 the advertisement published by the IRP/RP in (.....newspapers.....), the IRP/RP had invited expressions of interest (**“EOI”**) from potential resolution applicants for the purpose of submission of resolution plans of the Company in accordance with the provisions of the Code. The Resolution Applicant, has accordingly, submitted its EOI to the IRP/RP on....., 2021.
- B. As per the provisions of the Code, the Resolution Applicant has the right to submit a resolution plan for the Company to the RP. For the purpose of such preparation and submission of the resolution plan for the Company (**“Purpose”**), the IRP/RP is required to provide the Resolution Applicant with access to all relevant information in that respect, provided that the Resolution Applicant provides a Non-Disclosure Agreement to the IRP/RP with respect to such information provided.
- C. In view of the above, the RP will be sharing 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 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.

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, of the Company;
- (ii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software;
- (iii) any unpatented invention, formula, procedures, method;
- (iv) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right vested in the Disclosing Party or in which Company has an interest of anykind;
- (v) any information belonging to identified third parties with whom the Company has business dealings; and
- (vi) any proposed business deals, contracts or agreements.

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 use the Confidential Information for any purpose other than for the Purpose mentioned in this agreement;
- (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 employees/advisors would not discharge the Recipient from its confidentiality obligations under this Agreement. In any event, breach by any Representative of the Recipient shall be deemed as breach 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;
 - (vi) degree of care to prevent the unauthorised access, use, dissemination, copying, theft and/ or republication of the Confidential Information;
 - (vii) 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);
 - (viii) 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;
 - (ix) it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party; and
 - (x) 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.
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 written approval of the Disclosing Party; or
 - (iii) was in the possession of the Recipient prior to its disclosure to them under this Agreement; 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 in lieu of a court order/ stock exchange announcement, then in that case the Recipient shall, 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. The Recipient further agrees, acknowledges and confirms that the Confidential Information may contain certain unpublished price sensitive information under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (“**Insider Trading Regulations**”), as amended, and thus, the Confidential Information shall be subject to the terms of such Insider Trading Regulations, if any applicable in this case.
6. 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).
7. 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.
8. 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.
9. The Recipient shall indemnify and hold harmless the Disclosing Party against all direct losses, damages and liabilities including but not limited to all legal fees and expenses arising from or connected with gross negligence or willful misconduct caused by the Recipient and/or its Representatives.
10. 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 Disclosing Party in relation to the corporate insolvency resolution process of the Company.
11. This Agreement shall be effective and shall stay in force for a period of two (2) 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 9 above) shall survive the termination of this Agreement.
12. 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 : Room No- 301, 1 Ganesh Chandra Avenue, Kolkata 700 013 Contact

Person : CA Subodh Kumar Agrawal
Email : **subodhka@gmail.com**

Recipient/ 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.

13. If any provision of this Agreement 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 Agreement 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 Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.
14. No amendments, changes or modifications of any provision of this Agreement shall be valid unless made by a written instrument signed by a duly authorised representative of each of the Parties.
15. No failure or delay by any 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.
16. 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.
17. 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 Kolkata.
18. 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 between the Parties hereto, whether written or oral, expressed or implied.
19. The Disclosing Party acknowledges that, in the ordinary course of business, the Recipient is 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 with the corporate insolvency resolution process of the Company.

20. 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 : **Subodh Kumar Agrawal**
Designation: **Resolution Professional for BIL Infratech Ltd**

In the presence of

Name: Designation:
Signed by
for and on behalf of
the Recipient/Resolution Applicant

in the presence of

Name: Designation: