

## **INVITATION FOR EXPRESSION OF INTEREST TO SUBMIT RESOLUTION PLAN FOR CONSOLIDATED CONSTRUCTION CONSORTIUM LIMITED**

### **1. BACKGROUND**

Consolidated Construction Consortium Limited ("CCCL" OR "The Company" or "the Corporate Debtor"), incorporated as a Public Limited Company in the year 1997, is an integrated turnkey construction service provider having pan India presence with expertise in construction design, engineering, procurement, construction and project management. The Company also provides construction allied services such as Mechanical & Electrical, Plumbing, Fire Fighting, Heating, ventilation and air conditioning, interior fit out services and glazing solutions. The Company also caters to the requirements of ready-mix concrete, Solid blocks and pre - cast items for clients.

The Company is domiciled in India and its registered office is situated at 8/33, Padmavathiyar Road, Jeypore Colony, Gopalapuram, Chennai. The company has promoted wholly owned subsidiaries to carry on the business of glazing, interiors, power, infrastructure and sector specific SEZ services.

CCCL's services encompass Construction, Engineering, Procurement and Project Management. To CCCL's credit stand many Airports, Biotech Parks, Bridges & Flyovers, Car Parking Solutions, Commercial Buildings (including Auditoriums, Banks, Business Centres, Convention Centres, Food Courts, Malls, Offices, Public Buildings and Show Rooms), Data Centres, Health Care Facilities, Heavy Civil Structures, Hotels & Resorts, Industrial and Factory Buildings, Institutional (Schools, Colleges, Hostels, Library, Dormitory & institution allied buildings), Power Plants, Railways & Metros (Depo), Research & Development Centres, Residential Buildings (Sky Scrapers, Multi Storied Apartments, Quarters, Townships, Bungalows, Guest Houses, Farm Houses, Villas and Colonies), Special Structures, Water Engineering Treatment (Cross Country Water Supply Pipeline and distribution System), Special Structures, Sports buildings, Ware House Units and so on. CCCL is having in-house Mechanical and Electrical Division (M&E), Building Products Division, Information Technology Department (Yugasoft) and Software Design Division (Yuga Design). Further, CCCL's Specialty projects involving Precast Pre-stressed Structures, Pre-engineered structures and Shell Structures are remarkable for their innovative and revolutionary application of technology and expertise.

The Company has successfully completed 900 projects - 110 million sq. ft - 221 industrial projects, 573 commercial complexes & office buildings, 62 residential buildings, 44 infrastructure projects including bridges, water tanks etc. aggregating to 900 projects all over India with aggregate built up area of 110 million sq.ft; consists of IT Parks, Biotech Parks, Resorts and Hotels, Commercial, Industrial & Institutional structures and Infrastructure facilities.

Hon'ble National Company Law Tribunal (NCLT), Chennai Bench has ordered the commencement of a Corporate Insolvency Resolution Process (CIRP) against the Corporate Debtor on 20.04.2021 and appointed Mr. Krishnasamy Vasudevan as IRP/ RP (Interim Resolution Professional/ Resolution Professional) u/s 7 of the Insolvency Bankruptcy Code (IBC), 2016 and his appointment as Resolution Professional ("RP") was confirmed by the Committee of Creditors ("CoC")

subsequently. In accordance with the provisions of IBC and as per directions of the CoC, RP is inviting the Expression of Interest ("EOI") from Potential Resolution Applicants ("PRA") to submit the Resolution Plan. Form G - Invitation of Resolution Plans (Under sub-regulation (5) of regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 for the attention of the PRAs of CCCL is set out in "**Annexure – G**" hereto.

It is clarified that the Bid Process / Request for Resolution Plan ("RFRP") document detailing the procedure for submitting resolution plan, criteria for evaluation of bids shall be disclosed at a later stage.

## **2. SUBMISSION OF EOI**

PRA submitting the EOI should meet the Eligibility Criteria as set out in "**Annexure**

– **A**" hereto. EOI shall be submitted in the prescribed format as set out in "**Annexure**

– **B**" hereto along with the supporting documents as set out in "**Annexure – C**" and the details of PRA as set out in "**Annexure – D**" hereto. EOI in the prescribed format with annexure along with the demand draft as set out in Para 3 below is required to reach in a sealed envelope at below mentioned address through speed post / registered post or by hand delivery. The sealed envelope should be super scribed as "**Expression of Interest for CCCL**" in the name of Mr. Krishnasamy Vasudevan, Resolution Professional for CCCL, 17B/7B, Maruthi Nagar, Hasthinapuram Chromepet, Chennai- 600064, Tamil Nadu, India. A soft copy of EOI along with annexure stated above also is required to be mailed to [cirp.cccl@gmail.com](mailto:cirp.cccl@gmail.com) or [cavasu1967@gmail.com](mailto:cavasu1967@gmail.com).

## **3. EARNEST MONEY**

Along with EOI, PRA shall submit a Demand Draft or Bank Guarantee with a validity of six months in the name of "**Consolidated Construction Consortium Limited**" payable at Chennai towards refundable process participation earnest money of INR 10,00,000/- (Rupees Ten Lacs only). The above demand draft / bank guarantee will be encashed only in those cases where the PRA is shortlisted. For the unsuccessful the demand draft / bank guarantee will be returned.

## **4. TIMELINES FOR EOI**

a. The last date for submission of EOI is 18.00 hrs on 1<sup>st</sup> February 2022. In case the designated day happens to be a holiday in Chennai, 18.00 hours on the next working day will be deemed as the last date for submission of EOI.

b. All the EOIs received on or before the last date of submission of EOI will be reviewed by RP and/or members of CoC. Qualified and shortlisted PRAs will be informed on or before 11<sup>th</sup> February 2022 about the same. The Bid Process Memorandum containing the evaluation matrix and terms and conditions of submitting Resolution Plan would be issued to the shortlisted PRAs pursuant thereto.

c. The qualified and shortlisted PRAs will be given 30 (Thirty) days' time period to carry out further due diligence (DD) and to submit their Resolution Plan, in accordance with the provisions of the IBC, by 18.00 hours on or before 18<sup>th</sup> March 2022.

d. Access to Information Memorandum (IM), data required for DD and other relevant information will be provided to qualified and shortlisted PRAs after receiving a confidentiality undertaking as per section 29 (2) of the IBC. The confidentiality undertaking to be submitted by RA is set out in "**Annexure – E**" hereto.

e. PRAs to this invitation should satisfy the conditions as specified u/s 29A of IBC. The declaration to be submitted by PRAs u/s 29A of IBC is set out in "**Annexure – F**" hereto.

f. For any clarifications, please write to [cavasu1967@gmail.com](mailto:cavasu1967@gmail.com)  
or  
[cirp.cccl@gmail.com](mailto:cirp.cccl@gmail.com)

## **5. ADVERTISEMENT**

The advertisement inviting EOI to submit Resolution plan is published on 17<sup>th</sup> January 2022 in all India edition of Business Standard and Chennai edition of The Hindu Tamil.

## **6. OTHER TERMS AND CONDITIONS**

a. The Invitation for EOI is not an offer or invitation for sale or the solicitation of an offer to buy, purchase or subscribe to any securities, if any, of CCCL.

b. COC / RP reserve the right to withdraw EOI and/or cancel the Resolution Plan process at any stage. Mere submission of the EOI shall not create any rights in favour of the PRA and the decision of the CoC/ RP regarding the resolution plan process shall be final and binding on all parties. The CoC/ RP further reserves the right to (a) amend, extend, vary or modify the terms and conditions regarding submission of Resolution plan, including but not limited to Evaluation Matrix, timelines regarding submission of Resolution Plans; and (b) disqualify and/or reject any PRA at any stage of the bid process without assigning any reason and without any liability, including any tortious liability.

c. Amendments/ Clarifications/ Information regarding extension, if any, of time for submission of EOI shall be informed through advertisement and/ or through e-mail to the PRAs.

d. No agreements with CoC/ RP or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the RP or CCCL or any member of the COC or verbal communication by them shall affect or modify any terms of this EOI.

e. No claims/ legal action against the RP or CCCL or any member of the COC or any of their official, representative, affiliates, associate, advisor, agent, director,

partner or employee would arise out of this EOI.

f. By submitting a proposal, each PRA shall be deemed to acknowledge that it has carefully read the entire EOI, its terms and conditions and evaluation matrix and has fully informed itself as to all existing conditions and limitations.

Mr. Krishnasamy Vasudevan  
Resolution Professional for M/s. Consolidated Construction Consortium Limited  
Registration No. IBBI/IPA-001/IP-P00155/2017-18/10324  
E-mail: cavasu1967@gmail.com, cirp.cccl@gmail.com  
Mobile: +91 9566144997

RP's Address Registered with IBBI:  
17B/7B, Maruthi Nagar, Hasthinapuram, Chromepet  
Chennai - 600064, Tamil Nadu, India

Place: Chennai  
Date: 17.01.2022

Attachments: Annexures – A to G

**“ANNEXURE – A”**

**ELIGIBILITY CRITERIA OF THE RESOLUTION APPLICANT**

*(as per section 25 (2) (h) of the IBC)*

The eligibility criteria for submission of resolution plan for CCCL are as follows:

(a) Any person including private limited company or public limited company registered under the Companies Act 1956 or 2013, Limited Liability Partnership (LLP) or SEBI registered Alternative Investment Fund (AIF) or a company incorporated outside India, which is eligible to invest in India under the laws of India either as a sole resolution applicant or as part of a consortium.

(b) The shareholding of the special purpose vehicle incorporated by the consortium shall be same as the shareholding of members in consortium.

(c) Potential Resolution Applicant's competence and capability are proposed to be established broadly by the following parameters:

1. Business Capacity
2. Financial Capacity
3. Provisions of section 29A of IBC

(e.) Potential Resolution Applicant has to strictly comply with the requirement of Form - G published in "Economic Times" and "The Hindu Tamil" on 17<sup>th</sup> January 2022 for inviting the Expression of Interest for submission of Resolution Plan.

**1. Business Capacity Eligibility Criteria:**

**Turnover or Assets under Management (AUM):**

a. Minimum turnover of INR 150,00,00,000/- (Rupees One Hundred and Fifty Crores Only) as per the last available audited financial statements (either for the financial year ended 31st March 2021 or the calendar year ended 31st December 2020).

Or

b. Assets under Management (AUM) of INR 150,00,00,000/- (Rupees One Hundred and Fifty Crores Only) as per the last available audited financial statements (either for the financial year ended 31st March 2021 or the calendar year ended 31st December 2020).

**Note:**

- i. Turnover shall mean either gross income or gross revenue.*
- ii. The last available audited financial statements shall not be older than one year from the date of the advertisement.*
- iii. While providing the information and numbers for the turnover criteria, standalone turnover (i.e. gross income or gross revenue) along with the consolidated number may be provided based on last audited financial statements of the Potential Resolution Applicant.*
- iv. In case of consortium of Financial Investors, the minimum AUM of consortium shall be calculated as an aggregate of weighted average of individual member's AUM proportionate to their respective shareholding in the consortium.*

## **2. Financial Capacity Eligibility Criteria:**

### **(i) Net Worth:**

Minimum Net Worth of INR 75,00,00,000/- (Rupees Seventy-Five Crores Only) as per the last available audited financial statements (either for the financial year ended 31st March 2021 or the calendar year ended 31st December 2020).

#### **Note:**

*(i) In case of Potential Resolution Applicant other than Sole Individual Investor / Consortium of Sole Individual Investor, while providing the information and numbers for the net worth criteria, standalone net worth along with the consolidated number may be provided based on last audited financial statements of Potential Resolution Applicant and such entities.*

*(ii) In case consortium is of Private / Public Limited Companies / LLP / Body Corporate / any other Potential Resolution Applicants, net worth of the Consortium shall be calculated as an aggregate of weighted average of individual member's net worth proportionate to their respective shareholding in the consortium.*

### **(ii) Cash Profits**

Consistent Cash Profits for the last 3 years as per the audited financial statements (either for the financial years 2018-19 to 2020-21 or the calendar years 2018 to 2020).

### **(iii) Good financial health and repute:**

Good track record of financial health and repute of the Potential Resolution Applicant for last 3 years.

## **3. Provisions of section 29A of IBC**

Potential Resolution Applicant must be eligible to submit Resolution Plan in accordance with provision of Section 29A of IBC. For this purpose, the Potential Resolution Applicant should give a declaration supported by affidavit stating that it does not suffer from any disqualification provided in Section 29A of IBC. In case of Resolution Applicants submitting the Resolution Plan jointly, the declaration and affidavit needs to be submitted by each such Resolution Applicant. However, a Resolution Applicant(s) suffering from a disqualification under Section 29A (c) may submit a resolution plan, provided that it undertakes that it will make payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan and that it will submit a written acknowledgement of such payment at least one day before the last day of submission of resolution plan.

### **Exchange Rate:**

For the purpose of evaluation of the EOI, the exchange rate to be used for conversion into INR (Indian Rupees) shall be RBI Reference rate on the last working day that precedes the date of the EOI.

**"ANNEXURE – B"**

**EXPRESSION OF INTEREST (EOI) – COVERING LETTER**

To  
Mr. Krishnasamy Vasudevan  
Resolution Professional (RP) for M/s. Consolidated Construction Consortium  
Limited 17B/7B, Maruthi Nagar, Hasthinapuram, Chromepet  
Chennai - 600064, Tamil Nadu, India

**Subject: Expression of Interest (EOI) for M/s. Consolidated Construction Consortium Limited (CCCL)**

Dear Sir,

In response to your public advertisement in "Economic Times" and "The Hindu Tamil" on 17<sup>th</sup> January 2022, inviting EOIs to submit the Resolution Plan for M/s. Consolidated Construction Consortium Limited, we hereby submit our EOI.

The information furnished by us in this EOI is true, correct and accurate to the best of our knowledge. We have attached the supporting documents required to be submitted with EOI.

We understand that based on this information you and Committee of Creditors (CoC) of CCCL would be able to review and evaluate our EOI for submitting the Resolution Plan for M/s. Consolidated Construction Consortium Limited.

We however, understand that Mr. Krishnasamy Vasudevan, RP for CCCL and the CoC of CCCL reserve their right to decide whether or not we are eligible for submitting the Resolution plan for CCCL without disclosing any reason whatsoever and without any liability.

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 Resolution Applicant

2. **Legal Documents:** Copies of Certificate of Registration / Incorporation and Constitutional Documents (Memorandum and Articles of Association, etc.) of Resolution Applicant and information / details required as per Regulation 38(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2017.

3. **For Turnover / Net-worth:** Certified true copies of Audited financial statements of immediately preceding 3 (three) years of RA and / or its promoter / promoter group or any other group company as per eligibility criteria.

4. A notarized declaration from 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 RA shall provide all relevant documents for its promoter / promoter group or any other group company, if required to meet the eligibility criteria.

5. Any other documents / information which Potential Resolution Applicant finds necessary to share or as may be notified by the RP from time to time.



**“ANNEXURE – D”**

**DETAILS OF THE POTENTIAL RESOLUTION APPLICANT**

**1. Name and address:**

Name:

Address (with proof):

Telephone No.:

Fax No.:

Email:

**2. Name and address (with proof) of the Firm / Company / Organization:**

**3. Date of establishment of Resolution Applicant / Promoter Group and copies of documents:**

**4. Core area of expertise of Resolution Applicant:**

**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 Resolution Applicant and copies of documents:**

**7. Company / FI Profile:**

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

(Note: The Company profile should necessarily include tangible 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 \_\_\_\_\_ for investment. Further the fulfilment of eligibility criteria must be clearly identified / certified herein)

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

(iii) History if any, of the Company or affiliates of the Company being declared a ‘wilful defaulter’ or ‘non-cooperative borrower’ or ‘non-impaired asset’ or ‘non-performing asset’.

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

**"ANNEXURE – E"**

**CONFIDENTIALITY UNDERTAKING  
(To be executed on stamp paper)**

To,  
Mr. Krishnasamy Vasudevan  
Resolution Professional (RP)  
M/s. Consolidated Construction Consortium Limited  
17B/7B, Maruthi Nagar, Hasthinapuram,  
Chromepet, Chennai - 600064, Tamil Nadu,  
India.

Dear Sir,

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

I/We understand that:

1. Corporate Insolvency Resolution Process (CIRP) has been initiated for Consolidated Construction Consortium Limited (CCCL or Corporate Debtor) as per the provisions of Insolvency and Bankruptcy Code 2016 (IBC), by an order of National Company Law Tribunal (NCLT) Chennai Bench vide Order IBA/483/2020 dated 20<sup>th</sup> April 2021. Vide the same Order, Mr. Krishnasamy Vasudevan, Insolvency Professional (IP) was appointed as Interim Resolution Professional (IRP) and he was subsequently appointed as Resolution Professional (RP) for Consolidated Construction Consortium Limited by the Committee of Creditors (CoC) of Consolidated Construction Consortium Limited.

2. On passing of the above referred order IBA/483/2020 dated 20<sup>th</sup> April 2021 by the NCLT, the board of directors of Consolidated Construction Consortium Limited was suspended and the powers of its board of directors now vest with Mr. Krishnasamy Vasudevan, Resolution professional (RP) for Consolidated Construction Consortium Limited.

3. It is the duty of the Resolution Professional under the IBC to prepare an Information Memorandum (IM) of the corporate debtor, in this case, CCCL, and invite the potential / prospective resolution applicants to submit resolution plan (s).

I/We hereby declare and undertake as under:

i. Pursuant to the invitation by the Resolution Professional to prospective resolution applicants to submit resolution plans, we are interested in submitting a resolution plan (bid / proposal) to the resolution Professional.

- ii. We require a copy of the IM of CCCL and other relevant Information / additional information in physical and electronic form, relating to CCCL that may be necessary to submit a resolution plan for CCCL by us, either directly or through our affiliates (Transaction). We note, understand and acknowledge that:
  - a) You have prepared IM of CCCL in terms of Section 29 read with the relevant regulations framed under the IBC. We further note and understand that the information contained in the IM is confidential information and can be made available to a resolution applicant only after obtaining an undertaking of confidentiality as required under Section 29 of the IBC and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP Regulations) only for the purpose of the Transaction;
  - b) The IM has been prepared on the basis of information provided by the management of CCCL and its creditors. The Resolution Professional is sharing the IM with us for information purposes only. No representation or warranty, express or implied, is given by the Resolution Professional or the advisors appointed by the Resolution Professional or any of its partners, directors, officers, affiliates, employees, advisors or agents (unless specifically mentioned under the provisions of the IBC) as to the accuracy or completeness of the contents of this IM or any other document or information supplied, or which may be supplied at any time or any opinions or projections expressed herein or therein;
  - c) The IM is a dynamic document and may be updated from time to time till such resolution plan is approved by the committee of creditors of CCCL;
  - d) Other additional information relating to CCCL may be necessary for the Transaction;
  - e) Any additional or supplementary information or clarification besides the IM, including those provided by way of emails or on telephone provided to us by the Resolution Professional or his team members, including legal advisors are also confidential in nature and shall be construed as a part of the IM.
- iii. The IM, together with any additional or supplementary information or clarification, including those provided by way of emails or on telephone by the Resolution Professional or his team members, including advisors is referred as "Confidential Information".
- iv. We are executing this undertaking of confidentiality to maintain confidentiality in respect of the information contained in the IM as mandated by the IBC and CIRP Regulations.
- v. In terms of Section 29 of the IBC and Regulation 36 of the CIRP Regulations we agree and undertake:

- a) To maintain confidentiality of the information as detailed in the IM and of any other information received by us and not to use such information to cause an undue gain or undue loss to yourself or any other person.
  - b) To comply with the requirement under Section 29(2) of IBC
  - c) In terms of Section 29(2) of the IBC, to
    - (i) Comply with provisions of law for time being in force relating to confidentiality and insider trading.
    - (ii) Protect any intellectual property and confidential information of CCCL and its subsidiary company(s) we may have access to; and (mentioned in the Confidential Information).
    - (iii) Not to share this information/relevant information with any third party unless clauses (i) and (ii) above are complied with.
  - d) Except as provided herein, we will not disclose the contents of Confidential Information, as updated from time to time, to any person other than to our affiliates (including, for avoidance of any doubt, and our and their directors, officers, employees, agents or advisors (including, without limitation, financial advisors, attorneys, bankers, consultants and accountants) and potential financing sources (collectively, our "Representatives") who need to know such Confidential Information for the purpose of the Transaction provided, that such Representatives have been directed to comply with the confidentiality and use obligations of this undertaking in case any Confidential Information is disclosed to them. We will be solely responsible for any breach of the provisions of this undertaking of confidentiality by any of our Representatives, except for those Representatives who have a separate undertaking of confidentiality with you.
- vi. We accept and acknowledge that the Confidential Information has been developed or obtained by CCCL through investment of significant time, effort and expense, and that the Confidential Information is valuable, special and unique asset of CCCL, which provides CCCL with a significant competitive advantage, and needs to be protected from improper disclosures. We further understand and accept that the information contained in the Confidential Information, as updated from time to time, cannot be used for any purpose other than for the Transaction. Accordingly, we agree and undertake to direct our Representatives to:
- a) Maintain confidentiality of the Confidential Information, as provided from time to time, and not to use such Confidential Information to cause an undue gain to us or undue loss to any other person including CCCL or any of its creditors and stakeholders.
  - b) Keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating confidential information separate from its own confidential information.

- c) Use Confidential Information solely for the purpose of transaction and not for any other purpose.
- vii. We hereby agree to, and, will direct our Representatives to not share the Confidential Information with any third party/person or entity except where Confidential Information:
- a) is or becomes publicly available to us or our Representatives without breach of obligations as set out herein; or
  - b) prior to its disclosure in connection with the Transaction was already in our or our Representatives possession; or
  - c) prior consent by the Resolution Professional is provided for disclosure in writing; or
  - d) Is required to be disclosed by any applicable law for the time being in force or by any applicable regulatory authority or regulation or professional standard or judicial process or not or whether the resolution plan submitted by us is placed before the committee (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process).
- viii. This Undertaking also applies to Confidential Information accessed through the electronic data room and supersedes any 'click through' acknowledgement or agreement associated with any such electronic data room.
- ix. We agree to keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertake to keep all documents and other materials reproducing or incorporating confidential information separate from its own confidential information.
- x. We understand and undertake, in the event of not being shortlisted for the binding bid phase or our bid not qualifying for being placed before the committee of creditors of CCCL or the committee of creditors rejecting our bid or the NCLT not approving our bid or in the event that the RP calls upon us in to do so, we shall immediately return or destroy the Confidential Information including the IM and other information provided by the RP or its representatives, without retaining a copy thereof, in electronic or any other form.
- xi. This undertaking of confidentiality condition shall remain valid for a period of three (3) years after it is executed, irrespective of whether we are shortlisted for the next phase of inviting binding bids or not or whether the resolution plan submitted by us is placed before the committee of creditors or not or whether it is approved by the committee of creditors or not and even after completion of the corporate insolvency resolution process.

- xii. We understand that if we disclose (or threaten to disclose) Confidential Information in violation of this undertaking of confidentiality, the Resolution Professional or CCCL or CoC shall be entitled to pursue all available remedies including legal recourse (both, by way of damages or specific relief) to safeguard its interest under undertaking of confidentiality.

We accept and agree above terms.

On behalf of the firm/company/organization:

Signature:  
Name of  
signatory:  
Designation:

Company

Seal/stamp Place:  
Date:

**"ANNEXURE – F"**

**AFFIDAVIT BY THE APPLICANT**

*(To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)*

*[In case of a Consortium- to be submitted by each member of the Consortium]*

I, *[name of the chairman/managing director/director/authorized person of resolution applicant, authorized by the Board of the resolution applicant for giving such affidavit], son of [•], aged about [•] years, currently residing at [Address to be inserted] and having Aadhaar/ Passport number [•], on behalf of [name of the resolution applicant] having registered office at [•] ("**Resolution Applicant**", a term which also includes any person acting jointly with the Resolution Applicant), do solemnly affirm and state to the Committee of Creditors of Consolidated Construction Consortium Limited ("**CoC**") and Mr. Krishnasamy Vasudevan, the Resolution Professional of Consolidated Construction Consortium Limited. ("**RP**") as follows:*

1. That I am duly authorised and competent to make and affirm the instant affidavit for and on behalf of the Resolution Applicant in terms of the *[resolution of its board of directors/ power of attorney to provide other necessary details of such authorization]*<sup>1</sup>. 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 I am not disqualified from submitting an expression of interest in respect of the Corporate Debtor, pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**").
3. That none of (a) the Resolution Applicant; (b) any person acting jointly or in concert with the Resolution Applicant; (c) any person covered under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("**Code**") including but not limited to the 'connected persons' (as defined under Section 29A of the Code):
  - (a) is an undischarged insolvent;
  - (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
  - (c) at the time of submission of 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 or the guidelines of a financial sector regulator issued under any other law for the time

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<sup>1</sup> To be retained only for body corporates

being in force, and at least a period of 1 (one) year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor.

*Provided that the person shall be eligible to submit the 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.*

*Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.*

*Explanation I.- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares 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;]*

- (d) has been convicted for any offence punishable with imprisonment –
  - i. for two years or more under any statute specified under the Twelfth Schedule of the Code; or
  - ii. for seven years or more under any law for the time being in force.

*Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment:*

*Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of Explanation I*

- (e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):

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

- (f) is prohibited by the Securities and Exchange Board of India from trading in securities or assessing the securities markets;
- (g) has been a promoter or in the management of or control of a corporate debtor in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Hon'ble National Company Law Tribunal (or its appellate tribunal / court) under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place pursuant to a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or court);
- (h) has executed a guarantee in favour of a creditor, in respect of a



corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code and such guarantee has been invoked by the creditor and remains unpaid in full or in part;

- (i) is subject to any disability corresponding to any of the aforesaid conditions under any law in a jurisdiction outside India.

*For the purposes of this clause, the expression "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 nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:*

*Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares 6[or completion of such transactions as may be prescribed], prior to the insolvency commencement date*

4. That the Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code and the rules and regulations framed thereunder and the invitation to submit expression of interest dated 17<sup>th</sup> January 2022 to submit an expression of interest and that it shall provide all documents, representations and information as may be required by the RP or the CoC to the satisfaction of the RP and the CoC to enable an assessment of the eligibility/ ineligibility of the Applicant with respect to the conditions set out in clause 3 above.
5. That the Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this undertaking.
6. That the Applicant understands that the CoC and the RP may evaluate the expression of interest submitted by the Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Applicant under this undertaking.
7. That the Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Corporate Debtor, after the submission of this

undertaking.

8. That this undertaking shall be governed in accordance with the laws of India and the courts of Chennai shall have the exclusive jurisdiction over any dispute arising under this undertaking.

Solemnly affirmed at [•] on the [•] day of [•], 2022

**Before me,  
Notary/Oath Commissioner**

**DEPONENT**

**VERIFICATION:**

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

Verified at [•] on the [•] day of [•], 2022

**DEPONENT**

**"ANNEXURE – G"**