

DETAILED INVITATION FOR EXPRESSION OF INTEREST TO SUBMIT RESOLUTION PLAN(S) FOR RAIGARH CHAMPA RAIL INFRASTRUCTURE PRIVATE LIMITED

1. BRIEF BACKGROUND OF THE COMPANY:

Raigarh Champa Rail Infrastructure Private Limited (“**RCRIPL**”/ “**Corporate Debtor**”) is a Special Purpose Vehicle (“**SPV**”) promoted by KSK group to construct, lay necessary railway line and associated infrastructure from coal fields in Mand Raigarh to the power stations in Janjgir Champa passing through Indian Railways Network for transporting coal, associated fuels and such other raw materials, as well as fly ash and other as may be mandated by the government, and to operate and maintain the same for a period up to which power plants necessities are met and to construct a railway line or the accommodation or other works connected therewith, opening, operation and closing of railway lines and providing facilities thereto.

1.1. SNAPSHOT OF RELEVANT INFORMATION ABOUT THE COMPANY:

Listing status	Unlisted
Constitution	Private Limited Company
Corporate Identification number	U60300TG2009PTC063665
Incorporation date	14 th May, 2009
Registered office	8-2-293/82/A/431/A, Road No.22 Jubilee Hills, Hyderabad, Telangana 500033 IN
Authorized Capital	INR 1,65,50,00,000
Paid-up Capital	INR 1,32,69,00,000

1.2. DETAILS OF THE RAILWAY SIDINGS:

Particulars	Details
Location	Akalatara, Janjgir Champa, Chhattisgarh
Area	Approx. 294.48 Acres
Length of Railway Line	15.63 km
Operational Status	6.05 km inward line operational

2. DISCLAIMER

This detailed invitation for expression of interest (“**IEOI**”) is issued by Mr.V. Venkatachalam, Insolvency Professional, having Registration No: IBBI/IPA-002/IP-N00267/2017-18/10780 (“**Resolution Professional**” / “**RP**”), appointed as the Resolution Professional of RCR IPL, in terms of the provisions of the Insolvency and Bankruptcy Code, 2016, as amended from time to time (“**Code**” / “**IBC**”) and read with Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as amended from time to time (“**CIRP Regulations**”) for general information purposes only, without regard to any specific objective, suitability, financial situations and needs of any particular person.

This IEOI does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or as a prospectus, offering circular or offering memorandum or an offer to sell or issue or the solicitation of an offer to buy or acquire securities or assets of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. No part of this IEOI, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever. Nothing in this document shall be construed as an advice or opinion (whether legal, financial, technical, or otherwise).

By accepting this IEOI, the recipient acknowledges and agrees to the terms set out in this IEOI. This Invitation is specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India. This IEOI is neither an agreement nor an offer by the RP or the members of CoC to the prospective resolution applicant(s) or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in submission of Expression of Interest to submit the resolution plan with respect to the Corporate Debtor.

The recipients of the data / information are suggested to exercise their own judgement and verify facts and information before taking any decision without any recourse to the RP or any of the professionals or advisors engaged by the RP. All recipients should conduct their own diligence, investigation and analysis of the Corporate Debtor, and the data set forth in this document or otherwise provided. No statement, fact, information (whether current or historical) or opinion contained herein or as part of inviting and accepting EOI should be construed as a representation or warranty, express or implied, of the RP or the Corporate Debtor or the members of CoC (or each of their advisors, consultants, and/or professionals engaged by them); and none of the RP, Corporate Debtor, the members of the CoC (including each of their advisors, consultants, and/or professionals engaged by them) shall incur any liability arising out of or in connection with the issue of this IEOI or the authenticity, correctness, fairness, or completeness of any statements, facts or opinions in this Invitation and any such liability is expressly disclaimed.

The request for resolution plan to be issued by the RP to the prospective resolution applicants in the final list may include additional terms for preparation and submission of the resolution plan including reserve price, terms of submission, formats of supporting documents etc. and the parties submitting the EOI shall be binding themselves to such terms as mentioned in the request for resolution plan.

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

3. BACKGROUND OF THE PROCESS:

Axis Bank Limited, a financial creditor to the Corporate Debtor, filed an application under Section 7 of the Code for initiation of Corporate Insolvency Resolution Process (“**CIRP**”) of the Corporate Debtor before the National Company Law Tribunal, Hyderabad Bench (“**Hon’ble NCLT**” / “**Adjudicating Authority**”). By way of its order dated 1st January, 2021 (order copy was received on 7th January, 2021), (“**Admission Order**”) the Adjudicating Authority admitted the Section 7 application and the CIRP of the Corporate Debtor commenced under the provisions of the Code. Pursuant to the order of the Adjudicating Authority, Mr. Sumit Binani was appointed as the interim resolution professional (“**IRP**”/ “**Erstwhile RP**”). Subsequently, in the 6th meeting of the CoC, the Erstwhile RP was replaced with Mr.V. Venkatachalam as the RP of the Corporate Debtor whose appointment was also approved by this Hon’ble NCLT vide its order dated 1st July, 2021 (order copy uploaded on 6th July, 2021).

On 17th March, 2021, the Erstwhile RP published the IEOI and the corresponding Form G. Thereafter, the RP as per the instructions of the CoC, on 24th August, 2021 re-published the IEOI and Form G.

By virtue of the order of National Company Law Appellate Tribunal, Chennai dated 19th June, 2025, the IEOI is being re-issued in the CIRP of the Corporate Debtor for value maximization of the Corporate Debtor. Accordingly, the RP, in abidance thereof has issued latest public notice by way of advertisement on 23rd June, 2025, published in Business Standard (English – All India), Nava Telangana (Telugu – Telangana) and Amrit Sandesh (Hindi – Chhattisgarh) inviting Expression of Interest to Submit Resolution Plan for the Corporate Debtor.

4. TIMELINE SUBMISSION OF EXPRESSION OF INTEREST:

- 4.1.** Pursuant to the provisions of Section 25(2)(h) of the Code read with Regulation 36A of the CIRP Regulations, the Resolution Professional hereby issues this **IEOI** to invite resolution plan(s) in the CIRP of the Corporate Debtor from eligible prospective resolution applicants (“**PRAs**”) who fulfil such eligibility criteria, as approved by the CoC and as set out herein.

4.2. The EOI has to be submitted in the prescribed manner as laid out in Para 6 below, by the eligible PRAs in terms of the following timelines:

S. No.	Particulars	Date
1.	Date of publication of Form G and EOI	23 rd June, 2025
2.	Last date for submission of EOI	8 th July, 2025

5. Eligibility Criteria

The eligibility criteria for prospective resolution applicants, as approved by the CoC in accordance with the Section 25(2)(h) of the Code is as follows:

5.1. PROSPECTIVE RESOLUTION APPLICANT:

A Prospective Resolution Applicant can be of the following constitution / nature:

- 5.1.1. A prospective resolution applicant may include any individual (resident of India, foreign national, non-resident Indian or a person of Indian origin, as defined under Foreign Exchange Management Act, 1999 and any related amendments thereto), trust, co-operative society, private limited company, public limited company, sole proprietary firm or a partnership firm, whether registered in India or outside India, which is eligible to invest in India under the laws of India.
- 5.1.2. A prospective resolution applicant can be a strategic investor (“SI”) and / or a financial investor (“FI”). An SI being Body Corporates, Partnership Firms, High Net Individuals having experience in similar sectors. An FI including but not limited to Private Equity Funds, Venture Capital Funds, Investment Funds, Non-banking Finance Companies, Asset Reconstruction Companies (subject to relevant approval), Banks, Foreign Investment Institutions etc.

5.2. FINANCIAL CAPACITY / ELIBILITY AS AT 31st MARCH 2025

5.2.1. Category A – Private / Public Limited Company, LLP, Body Corporate, Government Organizations / Trusts / NBFCs / ARCs / Individuals whether incorporated in India or outside India

- Minimum consolidated net worth of **INR 50 Crores** (Indian Rupees Fifty Crores) at group level or such other higher threshold of net worth / net owned funds and any other requirements, as may be applicable, as required under laws applicable to such entity (including any regulations/ notifications / guidelines issued by the Reserve Bank of India).
- For fulfilling the Group criteria, the entities shown as part of Group either must have controlling interest or controlled by or under common control with the PRA. Control means at least 51% ownership.

5.2.2. Category B¹ - Financial Institution (FI) / Fund / Private Equity (PE) Investor

- Minimum Asset Under Management (AUM) of **INR 100 Crores** (Indian Rupees One Hundred Crores) or such other higher threshold of AUM and any other requirements, as may be applicable, as required under laws applicable to such entity (including any regulations/ notifications / guidelines issued by the Reserve Bank of India), OR
- Committed funds available for investment/deployment in Indian Companies or Indian assets of **INR 100 Crores** (Indian Rupees One Hundred Crores) or more.

5.2.3. Category C - Consortium

- At least one of the members must hold at least 26% total equity participation in the consortium who shall be designated as the lead member. All other members would need to have a minimum stake of 10% each in the consortium.
- The lead member shall meet the weighted average criteria of its category, and the overall consortium shall meet the threshold of **INR 50 Crores** (Indian Rupees Fifty Crores) on weighted average basis. For the members falling in:
 - Category A – Consolidated net worth at group level shall be used
 - Category B – Higher of AUM / committed funds shall be used
- All the members of the consortium shall be jointly and severally responsible for compliance with the terms of the invitation for EoI, the request for resolution plan and the resolution plan submitted by the consortium.
- Each member of the Consortium shall nominate and authorize a Lead Partner to represent and act on behalf of the members of the Consortium. Such Lead Partner shall be the single point of contact on behalf of the Consortium with the Resolution Professional and the CoC, their representative and advisors in connection with all matters pertaining to the Consortium.
- In case of any addition/removal of the members of a Consortium (unless on the account of disqualification under Section 29A of the Code), the same may be allowed by the CoC in its sole discretion, subject to fulfilment of the mandatory eligibility conditions prescribed under this IEoI, the Code and the CIRP Regulations and upon submission of such documents and fulfilment of such conditions as may be required by the RP and/ or CoC (to their satisfaction) in that regard.
- If any resolution applicant(s) from Category A or B or member of the Consortium is disqualified under Section 29A of the Code, then the entire Consortium or such Resolution Applicant or members of such Consortium shall stand disqualified. If one member is a part of any other category or any other consortium which is submitting Expression of Interest herein then that member cannot be a part of another group of consortium or category which is also submitting Expression of Interest for RCRIPL.
- No dispute amongst the constituents of the Consortium (including the Lead Member), shall affect the obligations of the Consortium and/ or the members of the Consortium under the

¹ Note: NBFCs & ARCs would form part of Category A only.

IEOI, EOI, Request for Resolution Plan, or the resolution plan submitted by the Consortium.

Note: In the event of prospective resolution applicant being an SPV (where SPV doesn't meet the Net worth/AUM criteria on its own), the prospective resolution applicant to demonstrate group's support structure to the SPV applicant.

6. Disqualification Criteria:

Without prejudice, a prospective resolution applicant may be disqualified and its EOI or Resolution Plan may be excluded from further consideration for non-compliance with the terms hereof or for any of the reasons (including without limitation) listed below. Where the prospective resolution applicant is a consortium, none of the members should be subject to disqualification under the terms of this document. The disqualification criteria shall include:

- Ineligibility in terms of Section 29A of the Code;
- Material mis-representation in the EOI or the proposal or failure to provide the information required to be provided in accordance with the terms of the detailed invitation or request for resolution plans;
- The RP is of the view that the prospective resolution applicant has not satisfied the eligibility criteria approved by the CoC. Without prejudice to the generality of the above, the criteria may include among others, the track record (financial, operational strength, turnaround experience or otherwise) of the interested party, its financial strength, etc;
- Any information regarding the prospective resolution applicant which becomes known to the RP or the CoC which is detrimental to the proposed transaction and / or to the interests of the Corporate Debtor and its stakeholders.

7. PROCESS FOR SUBMISSION OF EOI:

Any interested prospective resolution applicant who is eligible in accordance with the eligibility criteria as specified by the CoC, may submit EOI in the format as set out in '**Annexure A**' on or before 8th July, 2025. The last date for receipt of expression of interest is subject to permissible extensions and any modification of last date for receipt of expression of interest shall not be considered as a fresh issuance or modification of the IEOI. The Resolution Professional may extend the last date for submission of EOI, with consent/ approval/ ratification of the CoC (at their sole discretion). It may be noted that the EOI shall be unconditional, strictly in the format set out in '**Annexure A**' and accompanied by:

- a. All the details / information of the Applicant along with supporting documents set out in '**Annexure B**' hereto.
- b. An undertaking by the prospective resolution applicant that it not ineligible under Section 29A of the Code as set out in '**Annexure C**' and relevant information and records to enable an assessment of ineligibility under Section 29A of the Code.
- c. An undertaking by the prospective resolution applicant that it meets the eligibility criteria specified by the CoC as set out in '**Annexure D**'.
- d. An undertaking by the prospective resolution applicant that every 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 attract penal action under the Code as set out in '**Annexure D**'.
- e. An undertaking by the prospective resolution applicant to the effect that it 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 Code as set out in '**Annexure D**'.
 - f. Executed Version of Confidentiality and Non-Disclosure Agreement as set out in '**Annexure E**'
 - g. Other Relevant records in evidence of meeting the criteria specified herein.

The RP and the CoC reserves its right to reject or request for modified EOI, in case the EOI is not unconditional and not in the format set out in 'Annexure A'. Provided however, no modifications shall be allowed after the last date of submission of EOI.

Address for physical submission of the documents:

The prospective resolution applicants shall submit the EOI along with the required documents in a sealed envelope in hard copy along with the relevant Annexures, to the following address by post or courier or deliver in person to:

Mr. V. Venkatachalam

Resolution Professional for Raigarh Champa Rail Infrastructure Private Limited
No. 12-13-205, Street No. 2,
Tarnaka, Secunderabad, Telangana – 500017

Submission of Soft Copy: Additionally, a soft copy of the EOI along with above-mentioned documents should also be mailed to jp.rcrpl@ibcpprofessionalsolutions.com. The RP may seek any clarification and additional information or document, in addition to material on record, from prospective resolution applicant for conducting due diligence to ensure compliance w.r.t. eligibility in accordance with the applicable provisions of the Code.

Notwithstanding anything contained herein, it may be noted that any EOI received after 8th July, 2025 shall be rejected without any prejudice, in absence of any extension being granted by the CoC.

8. Process post Submission of EOI:

It may be noted that, pursuant to submission of Expression of Interest by the eligible prospective resolution applicant, the below mentioned process shall be followed as per the applicable time limit in accordance with the Code and the CIRP Regulations:

S. No.	Particulars	Time Limit	Tentative Date
1	RP shall issue provisional list of eligible prospective resolution applicants to the CoC and the prospective resolution applicants who submitted the EOI	Within 10 days of last date of submission of EOI	18 th July, 2025

2	Any objection to inclusion or exclusion of a prospective resolution applicant in the provisional list to be made along with the supporting documents	Within 5 days of date of issue of provisional list	23 rd July, 2025
3	RP shall issue of final list of prospective resolution applicants to the CoC	Within 10 days of last date of receipt of objections	2 nd August, 2025
4	RP shall issue request for resolution plan which includes Information Memorandum, evaluation matrix and a request for resolution plans (RFRP) to every resolution applicant in the final list Provided that where such documents are available, the same may also be provided to every prospective resolution applicant in the provisional list.	Within 5 days of date of issue of final list	7 th August, 2025
5	Prospective resolution applicants in receipt of request for resolution plan shall submit the resolution plan to the RP	Within the date specified in the RFRP, which shall not be less than 30 days from issue of RFRP	6 th September, 2025

Note: The RP may, with the approval of the CoC, extend the timeline for submission of Resolution Plans and the same shall not be considered as modification of this IEOI.

On receipt of the Resolution Plans from the resolution applicants, the RP shall examine each resolution plan received by him in accordance with Section 30(2) of the Code read with Regulation 37 and 38 of the CIRP Regulations. The RP shall then present such resolution plans which conform to requirements under Section 30(2) of the Code read with relevant provisions of the CIRP Regulations, to the CoC for their approval under the Code.

The consideration, evaluation and approval of the resolution plans submitted by the RP to the CoC is within the power of the CoC under provisions of the Code and the CIRP Regulations. The CoC may separately specify evaluation / other criteria for resolution applicants for evaluation of the resolution plans. The CoC shall have the right to approve or reject any resolution plan presented by the RP.

The RP / CoC reserves the right to cancel, amend or modify the IEOI without assigning any reason and without incurring any liability of whatsoever nature subject to Regulations.

RP / CoC reserve the right to withdraw the IEOI and also reserve the right to disqualify any prospective resolution applicant, should it be so necessary at any stage, if such prospective

resolution applicant is not eligible to be a prospective resolution applicant as per the provisions of the Code, CIRP Regulations and the terms of the IEOI.

No oral conversations or agreements with the RP or any official, agent, advisor or employee of the RP, or any member of the CoC shall affect or modify any terms of this IEOI.

Neither any prospective resolution applicant nor any of representatives of such prospective resolution applicant shall have any claims whatsoever against the RP or any official, agent, advisor or employee of the RP, or any member of the CoC or any of their directors, officials, agents or employees arising out of or relating to this IEOI.

All prospective resolution applicants must read, understand and comply with all requirements under the Code or any other applicable regulations that are in force now or that may come into force subsequently, for resolution plans and all matters thereunder in relation to this IEOI.

By submitting an EoI, the prospective resolution applicants acknowledge the extra ordinary events or circumstances which is beyond human control and provide their acceptance to consequences occurring out of such circumstances including but not limited to extension in the timelines mentioned in this IEOI.

By submitting an EoI, each prospective resolution applicant shall be deemed to acknowledge that it has carefully read the entire IEOI and has fully informed itself as to all existing conditions and limitations.

All amendments / clarifications / information with respect to the IEOI and information regarding extension, of time, if any, for submission of EOI, shall be uploaded on Corporate Debtor's website and/or may be communicated to the respective PRAs through email. All interested parties should visit Corporate Debtor's website to keep themselves updated regarding the same.

For any other further clarifications, kindly write to ip.rcripl@ibcpprofessionalsolutions.com.

For Raigarh Champa Rail Infrastructure Private Limited



V. Venkatachalam

Resolution Professional

IBBI Registration No - IBBI/IPA-002/IP-N00267/2017-18/10780

Date : 23rd June, 2025

Place : Hyderabad

ANNEXURE A

Format of Expression of Interest

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

Date: _____

V. Venkatachalam

Resolution Professional for
Raigarh Champa Rail Infrastructure Private Limited
No. 12-13-205, Street No. 2,
Tarnaka, Secunderabad – 500017

E-mail ID: ip.rcripl@ibcprofessionalsolutions.com

Subject: Expression of Interest (“Eol”) for submitting Resolution Plan for Raigarh Champa Rail Infrastructure Private Limited (“Corporate Debtor”) undergoing Corporate Insolvency Resolution Process (“CIRP”).

Dear Sir,

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

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

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

- (a) the Eol will be evaluated by the Resolution Professional (“**RP**”) (on behalf of the Committee of Creditors (“**CoC**”) of Raigarh Champa Rail Infrastructure Private Limited based on the information provided in the Annexures and attached documents to determine whether we qualify to submit a proposal for the proposed transaction;
- (b) the RP/ CoC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the proposal and the RP/ CoC may reject the Eol submitted by us without

assigning any reason/without any liability whatsoever, if we are not found eligible to be a prospective resolution applicant as per the provisions of the Code, CIRP Regulations and the terms of the IEOI;

- (c) the RP/ CoC reserve the right to request for additional information or clarification(s) from us for the purposes of the EoI and we shall promptly comply with such requirements. Failure to satisfy the queries of RP/ CoC may lead to rejection of our submission pursuant to EoI;
- (d) Meeting the qualification criteria set out in EoI alone does not automatically entitle us to participate in the process;
- (e) We will continue to meet the eligibility criteria throughout the bid process, and any material adverse change affecting the consortium members ability to perform in consortium shall be intimated immediately;
- (f) In case of consortium, we would comply with the eligibility criteria pertaining to equity holding i.e. the lead member must hold at least 26% total equity participation in the consortium who shall be designated as the lead member. All other members would need to have a minimum stake of 10% each in the consortium. The following are the constituents of the Consortium:

Sr. No.	Name of the Consortium Member	Type of entity	Percentage of share in the Consortium
[•]	[•]	[•]	[•]

- (g) In case of consortium, any addition/removal of the members of a Consortium (unless on the account of disqualification under Section 29A of the Code), the same may be allowed by the CoC in its sole discretion, subject to fulfilment of the mandatory eligibility conditions prescribed under this IEOI, the Code and the CIRP Regulations and upon submission of such documents and fulfilment of such conditions as may be required by the RP and/ or CoC (to their satisfaction) in that regard
- (h) In case of consortium, no dispute amongst the constituents of the Consortium (including the Lead Member), shall affect the obligations of the Consortium and/ or the members of the Consortium under the Detailed Invitation for Expression of Interest, EOI, Request for Resolution Plan, or the resolution plan submitted by the Consortium.
- (i) We have read, understood and acknowledge the contents of the Detailed Invitation for Expression of Interest published on the Corporate Debtor's website and we shall be bound by and abide by the terms set out in such Invitation for Expression of Interest.
- (j) We are not an ineligible person in terms of provisions of Section 29A of the IBC. We are a 'fit and proper' person and not under any legal disability to be a promoter entity of the Company under the applicable laws including listing agreements, stock exchange requirements and SEBI regulations and guidelines.

Yours Sincerely,

On behalf of [*Insert the name of the entity submitting the EoI*] 1 & 2

Signature:

Name of Signatory:

Designation:

Company Seal/Stamp

1. *In case of Consortium Applicant, the EoI shall be signed by each member or the Lead Partner with due authorizations from each member undertaking to the contents of this EOI.*
2. *The person signing the EoI and other supporting documents should be an authorized signatory supported by necessary board resolutions/authorization letter.*

ANNEXURE B
SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI

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

For all prospective resolution applicants:

- a. **Name and Address:**
 - i. Name of the Firm/Company/Organisation:
 - ii. Address:
 - iii. Telephone No:
 - iv. Fax:
 - v. Email:
 - vi. PAN/CIN:
- b. Profile of the prospective resolution applicants including subsidiary (wholly-owned subsidiary, partly- owned subsidiary (if any)), associates, affiliates, joint ventures, promoter and promoter group and key managerial personnel.
- c. Rationale for bidding for the Corporate Debtor.
- d. Copies of certificate of incorporation / registration and constitutional documents (including memorandum and articles of association or equivalent document).
- e. Copy of PAN card or equivalent documents.
- f. Audited financial statements for immediately preceding 3 (three) years of the prospective resolution applicant and / or its promoter/promoter group or any other group company as per eligibility criteria. For F.Y. 2024-2025, in case the audited financial statements are not available at the time of making the application, the prospective resolution applicant may submit the provisional financial statement. However, in this case an undertaking needs to be provided for timely completion and submission of audited financial statement certified by statutory auditor or equivalent
- g. A notarized declaration from the prospective resolution applicant 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 resolution applicant shall provide all relevant documents for its promoter / promoter group or any other group company, if required to meet the eligibility criteria.
- h. Certificate from the statutory auditor (for prospective resolution applicants incorporated in India, if any) or equivalent (for prospective resolution applicants incorporated outside India, if any) certifying as at 31st March 2025 or a later date:
 - i. Consolidated Tangible Net Worth, in case the prospective resolution applicant is a strategic investor; and
 - ii. Consolidated Tangible Net Worth and/or Assets Under Management and/or committed funds, in case the prospective resolution applicant is a financial investor;

Note: For a prospective resolution applicant which is a Financial Investor - Relevant statement of committed funds available for investment/deployment in Indian companies or Indian assets

- i. Contact Person
 - a. Name:
 - b. Designation:
 - c. Telephone No:
 - d. Email:

- j. Names & DIN of Directors including Independent Directors
- k. Names of key lenders, if any, to the Company or its affiliates
- l. History if any, of the Company or affiliates of the Company being declared a 'wilful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non-performing asset'.
- m. List of Connected Persons as per Section 29A of the Code and any other relevant details which would be useful for the interim resolution professional/resolution professional 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 Code.
- n. Any other relevant details which would be useful for the interim resolution professional/resolution professional to evaluate the EoI and help to shortlist for the next stage in the process.

ANNEXURE C
DECLARATION CUM UNDERTAKING FOR NO DISQUALIFICATION
UNDER SECTION 29A OF THE INSOLVENCY AND BANKRUPTCY CODE,
2016

[To be stamped for the adequate amount as per the applicable stamp laws]

To,

Mr. V. Venkatachalam

Resolution Professional for Raigarh Champa Rail Infrastructure Private Limited

No. 12-13-205, Street No. 2,

Tarnaka, Secunderabad, Telangana – 500017

Dear Sir,

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

We refer to the expression of interest dated [●] ("**Expression of Interest**") in relation to the corporate insolvency resolution process of Raigarh Champa Rail Infrastructure Private Limited ("**Corporate Debtor**"). In furtherance of the Expression of Interest, [I/ We], [Insert name], the prospective resolution applicant ("**Prospective Resolution Applicant**") hereby confirm that we are not ineligible under Section 29A of the Code.

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

1. [I/ We] are not disqualified from submitting a resolution plan in respect of the Corporate Debtor under the Code and rules and regulations framed thereunder, each, as amended from time to time;
2. [I/ We] hereby state, submit and declare that neither the Prospective Resolution Applicant nor any other person acting jointly or in concert with [me/us]:
 - (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 (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:

- i. 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.*
- ii. This clause shall not apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.*
- iii. For the purposes of this clause,*
 - 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*
 - 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 the 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 the Code.]*

- (d) has been convicted for any offence punishable with imprisonment:
 - i. for two years or more under any Act specified under the Twelfth Schedule; 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 the Code;

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

Unless a contrary intention appears, the terms used herein shall have the meaning assigned to such terms under the Code.

Additionally, the following terms used herein shall have 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 Organisation 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 Securitisation 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

Note:

- a) In case of Consortium Applicant, this undertaking and declaration shall be signed by each member*
- b) The person signing the EoI and other supporting documents should be an authorised signatory supported by necessary board resolutions / authorization letter / power of attorney.*

ANNEXURE D
FORM OF UNDERTAKING TO BE PROVIDED BY PROSPECTIVE RESOLUTION APPLICANT

[To be stamped for the adequate amount as per the applicable stamp laws]

Prospective Resolution Applicant's Undertaking

To,

Mr. V. Venkatachalam

Resolution Professional for Raigarh Champa Rail Infrastructure Private Limited

No. 12-13-205, Street No. 2,

Tarnaka, Secunderabad, Telangana – 500017

Dear Sir,

Sub: Prospective Resolution Applicant's undertaking in relation to the Expression of Interest in in the corporate insolvency resolution process of Raigarh Champa Rail Infrastructure Private Limited ("Company").

1. We, [Insert name of the Prospective Resolution Applicant] ("**Prospective Resolution Applicant**"), refer to the expression of interest dated [●] ("**Eol**") submitted by us in relation to the captioned matter.
2. We hereby undertake, agree, acknowledge and confirm that:
 - a) the Prospective 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 ("**the Code**"), relevant records in evidence of meeting the said criteria is attached herewith as _____;
 - b) the Prospective Resolution Applicant does not suffer from any ineligibility under section 29A of the Code (to the extent applicable), relevant information and records to enable an assessment of our ineligibility are enclosed herewith as _____;
 - c) the Prospective Resolution Applicant shall intimate the RP 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 Prospective Resolution Applicant ineligible to submit resolution plan and attract penal action under the Code; and
 - e) the Prospective 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 Code.
3. We have read, understood and acknowledge the contents of the Detailed Invitation for Expression of Interest published on the Corporate Debtor's website and we shall be bound by and abide by the terms set out in such Invitation for Expression of Interest.
4. We further undertake and confirm that the Eol submitted by us is unconditional.

Yours Sincerely,

On behalf of

[Insert the name of the entity submitting the Eol]

Name of Signatory:

Designation:

Company Seal/Stamp

Note:

(a) In case of Consortium applicant this undertaking shall be signed by each member.

(b) The person signing this undertaking and other supporting documents should be an authorised signatory supported by necessary board resolutions/ authorization letter/ power of attorney.

ANNEXURE E
FORMAT OF CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT

[To be stamped for the adequate amount as per the applicable stamp laws including stamp duty payable for indemnity clause]

[In case of Consortium, to be submitted by each member of the Consortium]

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made on this [●] day of [●], 2025 by and between:

Raigarh Champa Rail Infrastructure Private Limited, a company incorporated in India under the Companies Act of 1956, having its registered office at 8-2-293/82/A/431/A, Road No.22 Jubilee Hills, Hyderabad, Telangana 500033 (“**Corporate Debtor**”) unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and assigns), acting through **Mr. V. Venkatachalam**, being a registered insolvency professional bearing registration no. (IBBI/IPA-002/IP-N00267/2017-18/10780) (“**Disclosing Party / RP**” unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and assigns), and appointed as Resolution Professional for the Corporate Debtor in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 (“**the Code**”) and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (“**CIRP Regulations**”), of the **FIRST PART**;

AND

[●], a [company] incorporated in India under the [Companies Act of 1956/ 2013], having its registered office at [●] (“**Recipient / Prospective 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 / **Prospective** Resolution Applicant are hereinafter referred to as a “**Party**” individually and as “**Parties**” collectively)

WHEREAS:

- A. Pursuant to the advertisement published by the RP in ([●]), the RP had invited expressions of interest (“**EoI**”) from prospective resolution applicants for the purpose of submission of resolution plans for the Corporate Debtor in accordance with the provisions of the Code. The Prospective Resolution Applicant, has accordingly, submitted its EoI to the RP on [●], 2025.
- B. As per the provisions of the Code and the CIRP Regulations, in the event that the Prospective Resolution Applicant is mentioned in the final list of prospective resolution applicants issued by the RP, the Prospective Resolution Applicant shall have the right to submit a resolution plan for the Corporate Debtor to the RP. For the purpose of

preparation and submission of the resolution plan for the Corporate Debtor (“**Purpose**”), the RP is required to provide the Prospective Resolution Applicant with access to the relevant information in that respect, provided that the Prospective Resolution Applicant provides a Non-Disclosure Agreement to the 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 Prospective 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 WITNESSES that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In this Agreement, in addition to the capitalised terms defined in the introduction to, recitals of and the text of this Agreement, the following capitalised terms used herein shall, unless a contrary intention appears, have the following meaning:

“**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

“**Confidential Information**” shall mean any and all information disclosed or submitted to the Recipient by or on behalf of the Disclosing Party (including by any officers, and/or advisors including, without limitation, duly authorized attorneys, accountants, legal advisors and financial advisors of a Disclosing Party), whether written, oral, pictorial, electronic, visual or other form relating, in any manner whatsoever, to the Corporate Debtor or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Corporate Debtor. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:

- (i) any information which relates to the business, business plans, products, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organisation, management, strategic initiatives, human resource and plans, policies and reports, of the Corporate Debtor;
- (ii) all technical, commercial, operational, financial, accounting, legal and administrative information, and any notes, analyses, compilations, studies, forecasts, interpretations, memoranda, summaries, reports and other materials which contain, reflect or are based

upon, in whole or in part, any of such information;

- (iii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, materials, debts, presentations, proposals, quotations, computer programs, software;
- (iv) any unpatented invention, formula, procedures, method;
- (v) 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 Corporate Debtor has an interest of any kind;
- (vi) any information belonging to identified third parties with whom the Corporate Debtor has business dealings;
- (vii) any proposed business deals, contracts or agreements;
- (viii) information, documents, agreements, materials, communications, fact, matter or thing about the corporate insolvency resolution process of the Corporate Debtor, or the terms or conditions or any other facts relating thereto, including, without limitation, the status thereof, that discussions or negotiations are occurring or have occurred, the existence of this Agreement;
- (ix) information and details regarding the terms, conditions and structure of, and other facts relating to, the Corporate Debtor and/or the corporate insolvency resolution process of the Corporate Debtor, including the status thereof, whether oral, on paper or computer disk or in electronic format; whether prepared by the Disclosing Party, its advisors or other third party on behalf of the Disclosing Party; and/or
- (x) all reports, analysis, studies, compilations, interpretations or other documents or materials (whether on paper or computer disk or in electronic format) prepared by the Disclosing Party or its representatives which contain, refer to, reflect, enhance, modify, improve, quote or are based upon, in whole or in part, the information mentioned in (i) to (ix) above which is provided to the Recipient and/or its representatives in connection with the corporate insolvency resolution process of the Corporate Debtor.

“Representative” shall mean any agent, officer, employee, director, legal or financial advisor, Affiliate, investor, counsel, potential financing source who (i) needs to know such information for the Purpose; (ii) who agrees to keep such information confidential in accordance with the provisions of this Agreement; (iii) who is provided with a copy of this Agreement; (iv) who agrees to be bound by the terms contained in this Agreement to the same extent as if it was a party hereto; and (v) who has confirmed that it has no conflict with the Disclosing Party, and the term **“Representatives”** shall be construed accordingly. In relation to any Disclosing Party, its **“Representative”** shall mean any agent, officer,

employee, director, consultant, legal or financial advisor, authorized attorney, accountant and/or any other person duly authorized in this regard.

2. The Recipient shall (and shall procure that each Representative shall), at all times:
 - (i) hold in trust, in strict confidence and as required under Regulation 36(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Confidential Information provided to the Recipient and/or its Representatives by the Disclosing Party;
 - (ii) not use the Confidential Information for any purpose other than for the Purpose;
 - (iii) not disclose, reveal, disseminate, reproduce, quote, share with, refer to, use or make available to any other person, or use or permit others to disclose or use any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Disclosing Party;
 - (iv) disclose the Confidential Information to its Representatives, strictly on a need to know basis and solely for the Purpose. 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;
 - (v) use the same degree of care in respect of the protection, security and safekeeping of the Confidential Information as the Recipient and its Representatives use to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorized access, use, dissemination, copying, theft, and/or re-publication of the Confidential Information;
 - (vi) at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);
 - (vii) immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Agreement as per Clause 13 below; or (c) a notification by the Disclosing Party for any reason whatsoever, 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. Further, any Confidential Information that is not returned shall remain subject to the confidentiality obligations set forth in this Agreement. Notwithstanding the return of the Confidential Information, the Recipient will continue to be bound by its obligations of confidentiality and other obligations hereunder, which shall survive termination of this Agreement;
 - (viii) 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;
 - (ix) promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Agreement; and
 - (x) not utilize the Confidential Information to avail any undue gain or undue loss to itself or any other person and shall comply with all provisions of applicable law, including Section 29(2) of the Code.

- 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, as evidenced by written documentation; or
 - (iv) is disclosed pursuant to any law or a court order or any requirement of any stock exchange provided
 - (v) 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. Additionally, the Recipient and/or its Representatives shall only disclose such portion of the Confidential Information as it is compelled to disclose pursuant to any law or a court order or any requirement of any stock exchange.

- 4. It is agreed that without the prior written consent of the Disclosing Party, the Recipient shall not disclose and shall ensure that its Representatives do not disclose to any person or entity (a) that the Confidential Information has been made available to it or its Representatives, (b) that discussions or negotiations are taking place concerning a possible transaction between the Parties, or (c) any terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

- 5. Ownership of the Confidential Information, including all intellectual property rights and related rights in the Confidential Information or arising out of the use of the Confidential Information shall at all times remain with the Disclosing Party, in perpetuity and throughout the world. All improvements, derivatives, enhancements, modifications and recommendations to the Confidential Information will also belong exclusively to the Disclosing Party, and the Recipient agrees to specifically convey and assign, and hereby do convey and assign to the Disclosing Party all right, title and interest in and to the same in perpetuity and throughout the world. The Recipient covenants and agrees to sign any papers and do all acts necessary to secure for the Disclosing Party and/or its successors or assigns, any and all rights, titles and interest in any such improvements, derivatives, enhancements, modifications and recommendations, including rights to any patent and copyright in any jurisdictions, during the term of this Agreement, or any time thereafter.

6. The Parties agree that unless and until a definitive agreement(s) in connection with the Purpose is executed between the Parties, neither Party will be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this Agreement except for the matters specifically agreed to herein. The Parties further acknowledge and agree that each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party or any of its Representatives with regard to the Purpose between the Parties and to terminate discussions and negotiations at any time. The Recipient further acknowledges that the resolution plan proposed by it may be rejected by the committee of creditors of the Corporate Debtor and/or the National Law Company Tribunal at any time.
7. 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.
8. 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).
9. The Disclosing Party or its Representatives makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness or relevance of the Confidential Information and shall not be liable in any way in connection with the use of, or termination of the Recipient's right to use the Confidential Information.
10. 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.
11. The Recipient shall indemnify and hold harmless the Disclosing Party against all losses, damages and liabilities including but not limited to all legal fees and expenses arising from or connected with any unauthorized disclosure, use or misuse of the Confidential Information whether by itself or its Representatives or gross negligence or wilful misconduct of the Recipient and/or its Representatives. The Recipient further agrees and

undertakes, at its sole cost and expense, to take any and all reasonable measures (including but not limited to court proceedings) to restrain any person to whom it has disclosed Confidential Information, directly or indirectly, from disclosing or using the Confidential Information in violation of this Agreement.

12. 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 Corporate Debtor.
13. 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 11 above) shall survive the termination of this Agreement.
14. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand
15. - 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

Address : R/o. No. 12-13-205, Street No. 2,
Tarnaka, Secunderabad – 500 017

Contact Person: Mr. V. Venkatachalam
Email : ip.rcrpl@ibcpprofessionalsolutions.com

Recipient/ Prospective Resolution Applicant

Postal Address : [●]
Contact Person : [●]
Email : [●]

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 and tribunals of Telangana.
6. This Agreement comprises the full and complete agreement of the Parties hereto as at the date
7. 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.
8. 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: **V. VENKATACHALAM**

Designation: **Resolution Professional for Raigarh Champa Rail Infrastructure Private Limited**

in the presence of

Name:

Designation:

Signed by

for and on behalf of

the Recipient/Prospective Resolution Applicant

in the presence of

Name:

Designation: