

HIM STEEL PRIVATE LIMITED
FORMAT FOR SUBMISSION OF EXPRESSION OF INTEREST

Annexure "A"

Sr. No	Particulars of Information Required	Answers by Resolution Applicants	Supporting Documents (Self-attested/digitised copies over email)
1.	Name of Resolution Applicant (In case of joint Applicants, similar information is required for all such persons)		
2.	Type of Person (Individual/Company/Partnership firm/LLP, etc.) Documents of constitution, registrations, PAN, Aadhaar may be attached as applicable.		Kindly Attach relevant documents as Annexure-A
3A.	Identity detail of resolution applicant (In case Incorporated body)		Kindly Attach relevant documents as Annexure-B
i.	Corporate Identification or registration		
ii.	Authority with which the resolution applicant		
iii.	Registered address		
iv.	Correspondence Address / other addresses		
v.	Name, Designation, Email Id, Mobile No. and other contact details of the designated person		

vi.	Details of Board of Directors/promoters/key managerial personnel* of Resolution Applicant along with full name, age, designation, DIN, PAN, Aadhaar for each director		
vii.	Detail of shareholding pattern with complete details of shareholders holding more than 5% shares in the company		
3B.	Identity detail of resolution applicant (In case Individual) Name of Resolution Applicant, Father's name, Age, PAN, Aadhaar, Nationality, Email Id and Mobile and Telephone No.		Kindly Attach relevant documents as Annexure-C
i	Address (Business and residence)		
ii	Details of family members (for the purpose of ascertaining connected persons)		
4.	Financial Information (Audited financial statement of the resolution applicants for FY 2016-17, 2017-18 to be submitted)		Kindly Attach relevant documents as Annexure-D
i.	Net Worth of the resolution applicant		
ii.	Net Worth of the group		
iii.	Revenue of the applicant		

iv.	EBIDTA of resolution applicant		
5.	Details of Industry/ Segment in resolution applicant is engaged, No. of years of experience, geographical expanse of operations		Kindly Attach relevant documents as Annexure-E
6.	Details of experience of resolution applicant in business segment of corporate debtor Number of year of experience, Geographical expanse of operations		Kindly Attach relevant documents as Annexure-F
7	CIBIL Credit Rating of the Resolution Applicant and its Directors/ Partners not earlier than one month before the date of issue of EOI		
8.	Information required for verification of eligibility as prescribed under section 29A of Insolvency & Bankruptcy Code, 2016 and Regulation 38(3) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016		
i	Whether the resolution applicant or any connected persons** is declared undischarged insolvent under any law in India or in jurisdiction outside India.		
ii	Whether the resolution applicant or any of its connected persons are declared as „wilful defaulter(s)“ by RBI under Banking Regulation Act, 1949		
iii	Whether any bank account(s) of the resolution applicant or any of its		

	been classified as "non-performing (NPA) under Banking Regulation Act, 1949, atleast one year before the commencement of the CIRP of the Corporate Debtor i.e. 20.07.2018		
iv	Whether the resolution applicant or any of its connected persons has been convicted for any offence punishable with imprisonment of two years or more, under laws of India and/or any law in jurisdiction outside India		
V'	Whether the resolution applicant (if individual) or any of its connected persons is disqualified to act as a director under the Companies Act, 2013		

vi	Whether the resolution applicant or any of its connected persons, prohibited by SEBI from trading in securities or accessing the securities market		
vii	Whether the resolution applicant or any connected persons has executed enforceable guarantee in favour of a creditor of a corporate person against which CIRP is initiated under IBC, 2016 by such creditor		
viii	Whether the resolution applicant or any of its connected persons has been a promoter or in the management or control of a corporate debtor in which transactions under Section 43,45, 50 and which an order has been made by adjudicating authority under Insolvency & Bankruptcy Code, 2016.		
9.	Details of Holding Company*** (if any) of Resolution Applicant [same as Sr. No. 3A]		Attach relevant document as Annexure-G
10	Details of Subsidiary Company*** (if any) of Resolution Applicant [same as Sr. No. 3A]		Attach relevant document as Annexure-H
11.	Details of Associate Company*** (if any) of Resolution Applicant [same as Sr. No. 3A]		Attach relevant document as Annexure-I
12.	Details of any other 'related party' of the resolution applicant for which the answer to queries at Sr. No. 7 to 13 is in assertive.		Attach relevant document as Annexure-J

	Authority letter/ Board Resolution from Firm/Company authorizing the person to sign documents in relation to submission of EOI.		
--	---	--	--

NOTES:

1. Eligibility Criteria

The eligibility criteria as decided by Committee of Creditors which is required to be fulfilled by the Resolution Applicant is provided in the document called “Financial Eligibility” Criterion and “Ineligibility” Criterion under section 29A of the Insolvency & Bankruptcy Code, 2016. The eligibility criteria would be verified by the Resolution Professional based on the documents submitted by Resolution Applicant along with this format.

2. All the potential Resolution Applicants must read and understand following documents before submission of expression of interest, the documents are available on the website of Resolution Professional at www.rrinsolvency.com
- Form G
 - Financial Eligibility Criterion
 - Ineligibility Criterion under section 29A of the Insolvency & Bankruptcy Code, 2016
 - Brief of Corporate Debtor
 - Draft of agreement to be executed between Resolution Applicant and Resolution Professional

3. * For definition of “Key Managerial Personnel” please refer to section 2(51) of Companies Act, 2013

4. * *As per explanation to clause (j) of section 29A of Insolvency and Bankruptcy Code, 2016 „connected persons” 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 this Explanation shall apply to—
(A) a scheduled bank; or (B) 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; or (C) an Alternate Investment Fund registered with the Securities and Exchange Board of India.

5. *** For definition of Holding Company, Subsidiary company and Associate Company please refer to section 2(46), (87) and (6) of Companies Act, 2013 respectively.
6. # For Refer to definition of "related party" under section 2(76) of Companies Act, 2013
7. In case of joint resolution applicant, the net worth for the purpose of ascertaining the financial potential of such resolution applicants will be their combined net worth.
8. The resolution applicants may attach supplementary sheets as required for furnishing relevant information.

On letter head of Applicant

"SCHEDULE II"

EXPRESSION OF INTEREST FOR SUBMISSION OF RESOLUTION PLAN HIM STEEL PRIVATE LIMITED UNDER CIRP AND REQUEST FOR INFORMATION MEMORANDUM

Date: _____

To,
Ms. Reshma Mittal, Resolution Professional
(Appointed by the Committee of Creditors of
HIM STEEL PRIVATE LIMITED)

Subject: Expression of Interest ("EOI") to be a Resolution applicant in terms of RFRP document issued by HIM STEEL Private Limited and request for Information Memorandum

Dear Sir,

In response to your public advertisement and / or posting on the website of the Request for Resolution Plan (RFRP) document, we are desirous of participation in the resolution process.

We declare that we are 'fit and proper' person, not under any legal disability to be promoter under section 29A of the Insolvency & Bankruptcy Code, 2016 and other applicable laws including Insolvency & Bankruptcy Code, its Rules & Regulations, Companies Act and SEBI Act, Regulations and Guidelines as amended.

The details of Resolution applicant who is submitting this EOI is enclosed in the prescribed form as **Annexure "A"**. We certify that the information furnished in this EOI is true, correct and accurate to the best of our knowledge.

A non-disclosure Agreement in the prescribed form by the EOI applicant, duly signed and stamped, is enclosed as **Annexure "B"**.

A notarized declaration-cum-undertaking u/s 29A of Code accompanied by Affidavit as per Annexure "C" is enclosed.

We understand that Ms. Reshma Mittal, Resolution Professional and the Committee of Creditors ("**COC**") reserve their right to decide whether to pre-qualify our proposal without assigning any reasons whatsoever and that Resolution Plan submitted for HIM Steel Private Ltd. shall be subject to approval by the members of COC and the NCLT, in terms of the provisions of the Insolvency and Bankruptcy Code, 2016.

Sincerely yours,

On behalf of (Insert name of the entity submitting the EOI) Signature:

Name of Signatory: Designation: Name of Company:

Address:

Email id:

Landline Phone No.: Mobile:

Company Seal/Stamp

"ANNEXURE - B"

CONFIDENTIALITY UNDERTAKING

(To be executed on stamp paper)

To,
Ms. Reshma Mittal
Resolution Professional (RP) for HIM STEEL Pvt Ltd
C-51, RDC, Raj Nagar
Ghaziabad-201002

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 HIM STEEL Pvt Ltd (HSPL or Corporate Debtor) as per the provisions of Insolvency and Bankruptcy Code 2016 (IBC), by an order of National Company Law Tribunal (NCLT) Principal Bench, New Delhi vide Order No. (IB)-494(PB) /2019 dated 15 July 2019. Vide the same Order, Ms. Reshma Mittal, Insolvency Professional (IP) was appointed as Interim Resolution Professional (IRP) and she was subsequently appointed as Resolution Professional (RP) for HIM STEEL Pvt Ltd by the Committee of Creditors (CoC) of HIM STEEL Pvt Ltd .
2. On passing of the above referred order by the NCLT, the board of directors of HIM STEEL Pvt Ltd was suspended and the powers of its board of directors now vest with Ms. Reshma Mittal, Resolution professional (RP) for HIM STEEL Pvt Ltd
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, HSPL and invite the potential / prospective resolution applicants to submit resolution plan (s).

I/We hereby declare and undertake as under:

1. 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.
2. We require a copy of the IM of HSPL and other relevant Information / additional information in physical and electronic form, relating to HSPL that may be necessary to submit a resolution plan for HSPL by us, either directly or through our affiliates (Transaction). We note, understand and acknowledge that:

- (i) You have prepared IM of HSPL 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;
 - (ii) The IM has been prepared on the basis of information provided by the management of HSPL 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;
 - (iii) The IM is a dynamic document and may be updated from time to time till such the resolution plan is approved by the committee of creditors of HSPL;
 - (iv) Other additional information relating to HSPL may be necessary for the Transaction;
 - (v) 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.
3. 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".
4. 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.
5. 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 HSPL and its subsidiary company 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.

6. We accept and acknowledge that the Confidential Information has been developed or obtained by HSPL through investment of significant time, effort and expense, and that the Confidential Information is valuable, special and unique asset of HSPL which provides HSPL 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 HSPL 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.

7. 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 processor 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).
8. 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.
 9. 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.
 10. 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 HSPL 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.
 11. 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.
 12. We understand that if we disclose (or threaten to disclose) Confidential Information in violation of this undertaking of confidentiality, the Resolution Professional or HSPL 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:

<<this space has been intentionally left blank>>

ANNEXURE "C" (Accompanied by Affidavit {Annexure D} duly Notarized)

DECLARATION-CUM-UNDERTAKING

Place: _____

Date: _____

To,

**Ms. Reshma Mittal
Resolution Professional
For HIM STEEL Pvt Ltd**

Dear Sir,

Re: Declaration-cum-Undertaking by the Applicant (as defined hereinafter) in respect of Section 29A of the Insolvency and Bankruptcy Code, 2016 ("IBC"), inserted vide the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017 and further amended by Insolvency and Bankruptcy Code (Amendment) Ordinance, 2018 dated 06.06.2018.

A. BACKGROUND:

A.1

I/We, _____, [Please insert incorporation details including CIN in case of companies/ identification information including date of birth, father's name and AADHAAR number in case of individuals/ incorporation & identification information of entities and individuals in case of joint applicants] (hereinafter referred to as the "Applicant", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its/his successors), are engaged in _____ [a brief description of the business that the applicant is engaged in].

A.2 Pursuant to the provisions of Section 25(2)(h) of IBC, the Resolution Professional had invited Expression of Interest ("EOI") from prospective resolution applicants for seeking a resolution plan for HIM STEEL Private Limited ("Corporate Debtor") during the corporate insolvency resolution process ("CIRP"). Further to the same, we submitted our EOI on _____.

A.3 We are aware that, in terms of Section 29A of IBC (as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017 and further amended), certain persons/category of persons have been specified as ineligible for the purposes of

submission of resolution plan.

A.4 In view of the terms stipulated in Section 29A of IBC and as required by the Resolution Professional, we, the Applicant, agree to execute this Declaration-cum- Undertaking in the form and manner set out hereinafter.

B. DECLARATION:

B.1 I/We, the Applicant, hereby, irrevocably and unconditionally declare to the Resolution Professional in relation to myself/ our-self or any other person acting jointly or in concert with me/us, that:

a) I/we am/are not an undischarged insolvent;

b) I/we have not been identified as wilful defaulter in accordance with the guidelines of the Reserve Bank of India ("RBI") issued under the Banking Regulation Act, 1949 (the "BR Act");

c) at the time of submission of the resolution plan has an account or My/our account(s) has/have not been 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 or more has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor i.e. 20 July 2018

d) I/we have not 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

e) I/we have not been disqualified to act as a director under the Companies Act, 2013;

f) I/we have not been prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

g) I/We have not 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 (Hon'ble National Company Law Tribunal) under this IBC

h) I/we have not executed a guarantee in favour of a creditor in respect of a corporate debtor which against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has not been invoked by the creditor and remains unpaid in full or part

i) I/we have not been subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or

j) I/We are not a connected person not eligible under clauses (a) to (i), connected person i.e.

(i) any person who is our promoter or who is in our management or control;

(ii) any person who shall be the promoter or in management and control of the business of corporate debtor during the implementation of the resolution plan; and

(iii) the holding company, subsidiary company, associate company or Related Party of any person referred to in sub-clauses (i) and (ii) hereinabove, meets any of the criteria specified in clause (a) to (h) hereinabove.

C. UNDERTAKING

C.1 I/We, hereby, irrevocably and unconditionally undertake that, I/we shall, promptly notify the Resolution Professional, as and when any of the declarations set out in Clause B.1 is violated/ does not hold good, in respect of the Applicant/ connected persons or if the Applicant/ connected person becomes subject to any disability stipulated in terms of Section 29A of the IBC, during the CIRP of HIM Steel Private Limited

D. GOVERNING LAW AND JURISDICTION

D.1 In respect to any dispute, action, suit or proceeding relating to this Declaration- cum- Undertaking, the Applicant agrees to submit to the exclusive jurisdiction of the courts at New Delhi.

E. INTERPRETATION

E.1 In this Declaration-cum-Undertaking, unless the context requires otherwise: (i) the words importing singular shall include plural and vice versa; (ii) words importing a gender shall include all genders; and (iii) capitalized terms not defined herein shall have the meaning ascribed to such terms in the IBC.

IN WITNESS WHEREOF, the Applicant has caused these presents to be executed on this day of _____, 2018 at Place _____.

Signed and sealed

Signature:

Name: _____

Designation _____

of M/s _____

In Presence of

Witness 1: Signature:

Name _____, **Age** ___ **Years,**

Address _____

Witness 2: Signature:

Name _____, **Age** ___ **Years,**

Address

DECLARATION UNDER SECTION 29A OF IBC

(To be notarised on stamp paper)

(In the matter of Corporate Insolvency Resolution Process of HIM STEEL Pvt Ltd under the provisions of the Insolvency and Bankruptcy Code, 2016)

AFFIDAVIT

I, [Name of Deponent], son of / daughter of [Name of Deponent's father] aged [Age of Deponent] resident of [Address of Deponent], the Deponent, do hereby solemnly affirm, state and declare as under:

1. That I am fully conversant with the facts and circumstances of the matter and am also duly empowered and competent to swear and affirm this affidavit.
2. That I have understood the provisions of section 29A of the Insolvency and Bankruptcy Code, 2016 ("IBC"). I confirm that neither [name of the resolution applicant] nor any person acting jointly or in concert with [name of the resolution applicant] is ineligible under Section 29A of IBC to submit resolution plan (s) in the Corporate Insolvency Resolution Process of HIM STEEL Pvt Ltd under the provisions of the Insolvency and Bankruptcy Code, 2016.
3. That [name of resolution applicant] has not been rendered ineligible under the provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016.
4. That I therefore, confirm that [name of the applicant] is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 to submit a resolution plan for HSPL Limited.
5. That I Confirm that the said declaration and disclosure is true and correct.
6. That I am duly authorised to submit this declaration by virtue of [state where the authority is drawn from]

Deponent

Verification

Verified at [Place] at this [Date] day of [Month] 2018, that the content of the above affidavit are true and correct to my personal knowledge, nothing is false in it and no material facts have been concealed therefrom.

Deponent

