

**Invitation for Proposing a Scheme for Compromise or Arrangement under
Section 230 of the Companies Act, 2013 with the Creditors and/or
Members of K.S. Oils Limited (in Liquidation)**

**Issued by
Kuldeep Verma,
(Registration No. IBBI/IPA-001/IP-P00014/2016-17/10038)**

Liquidator

of

K.S. Oils Limited

(A Company under Liquidation vide NCLAT Order dated 16 March 2021)

Registered office:

Jiwaji Ganj, Morena-476001, Madhya Pradesh, India

Email: liquidation.ksoils@gmail.com

Issued on 06.10.2021

DETAILED INVITATION FOR PROPOSING A SCHEME FOR COMPROMISE OR ARRANGEMENT FOR K.S. OILS LIMITED (UNDER LIQUIDATION) UNDER SECTION 230 OF THE COMPANIES ACT, 2013

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1. ABOUT THE CORPORATE DEBTOR & BACKGROUND

1.1 K.S. Oils Limited (KSO or Corporate Debtor or Company) was incorporated on 04th December, 1985. It was a leading integrated edible oil company and was the name behind renowned brands like Kalash, Double Sher, K S Gold, among others. The Company's consumer brands and products in mustard oil, soybean oil and palm oil were a household name with Indian consumers who use oils regularly as a healthy cooking medium. It was a leader in mustard oil in India, the Company used to enjoy 11% market share in the overall mustard oil segment with a dominant 25% market leadership in branded mustard oil.

1.2 KS Oils Limited [KSO] was into business of production of edible oils such as mustard oil, refined oil and vanaspati oil. It has its operations in five different places viz Morena, Guna, Kota, Ratlam and Haldia.

1.3 Brief Details of the Plants- Products & Capacity*:

| Sr. No | Plant | Particulars | Capacity |
|--------|--------|--------------------------------|-------------------------|
| 1. | Morena | Mustard Oil | 1000 TPD |
| | | Solvent Extraction | 600 TPD |
| | | Refinery | 450 TPD |
| | | Vanaspati | 150 TPD |
| | | Fractionation | 100 TPD |
| | | Oil Packaging -(Consumer Pack) | 400 TPD |
| | | Oil Packaging -(Bulk Pack) | 500 TPD |
| | | Boiler | 12 TPH, 25TPH and 10TPH |
| | | DG Set | 3 X 500 KVA |

| | | | |
|----|--------|---------------------------------------|-------------------|
| | | Tin Factory | 40,000 Tin |
| 2. | Guna | Mustard Oil | 1200 TPD |
| | | Solvent Extraction | 1600 TPD |
| | | Oil Refinery | 200 TPD |
| | | Fractionation (Palm oil) | 100 TPD |
| | | Seed Handling | 1000 TPD |
| | | Boiler | 18 TPH |
| | | DG Set | 4 X 1000 KVA |
| | | UPS System | 4 X 1000 KVA |
| 3. | Kota | Automated Mustard Oil for Mustard Oil | 1200 TPD |
| | | Solvent Extraction (Soya & Mustard) | 1000 TPD |
| | | Refinery (Soya, Mustard & Palm) | 250 TPD |
| | | Fractionation for Palm oil | 200 TPD |
| | | HDPE Jar Plant | 4000 Jars / day |
| | | Boiler | 8TPH and 18TPH |
| | | DG Set | 3 X 1000 KVA |
| | | Tin Factory | 15,000 Tins / day |
| 4. | Ratlam | Mustard Oil Mill | 1000 TPD |
| | | Solvent Extraction Unit | 1000 TPD |
| | | Refinery | 200 TPD |
| | | Vanaspati unit | 100 TPD |
| | | Boiler | 12 TPH |
| | | DG Set | 4 X 750 KVA |
| | | Tin factory | 15000 Tin/day |
| 5. | Haldia | Physical Refinery | 500 TPD |

| | | |
|--|---|-------------------------|
| | Chemical Refinery (short mix) | 250 TPD |
| | DEO for Vanaspathi & IE (Interesterification) plant | 100 TPD |
| | Hydrogenation plant | 100 TPD |
| | Fractionation plant by Alfa level for Palm oil only | 400 TPD |
| | Tin Factory | 8000 Tins Per Day |
| | HDPE jar Manufacturing | 3000 Jars per day |
| | Pouch filling | 6-14 pouch per minutes |
| | Boiler | 15 TPH + 8 TPH |
| | DG Set | 2X385 KVA and 1X500 KVA |
| | Fractionation plant by Mectech | 250 TPD |
| | Acid oil plant for chemical refinery | 400 TPD |

** The details have been taken from the records available with the Liquidator. The applicant submitting the scheme need to make own assessment for the same*

1.4 That on a Section 7 Petition filed by SREI Infrastructure Finance Limited (hereinafter also referred to as SREI), the Adjudicating Authority vide order dated 21.07.2017 admitted the Insolvency Petition filed in respect of M/s K.S. Oils Limited and had ordered for the Corporate Insolvency Resolution Process (“CIRP”) for the said Corporate Debtor wherein Mr. Kuldeep Verma was appointed as Interim Resolution Professional and thereafter was confirmed by Committee of Creditors(COC) as Resolution Professional.

- 1.5 The maximum statutory period of 270 days concluded on 16.04.2018 without a resolution plan being approved by the COC under Section 30(4) of Insolvency and Bankruptcy Code 2016(hereinafter referred to as “IBC”).
- 1.6 Hon’ble NCLAT vide order 16.03.2021 passed order for liquidation of K.S. Oils Limited in Company Appeal (AT) (Insolvency) No.98 of 2021 and appointed Mr. Kuldeep Verma as the Liquidator.
- 1.7 The Liquidator while taking guidance from the principle laid down in the decision passed by Hon’ble NCLAT in Y. Shivram Prasad v. S. Dhanapal (Company Appeal (AT) (Insolvency) No. 224 of 2018) caused a Public Announcement on 26.03.2021 inviting Scheme of Compromise or Arrangement under Section 230 of the Companies Act, 2013 (“Scheme”). The said Public Announcement is published in Business Standard (All India Editions on 26.03.2021) in English Language and also finds a place on the website of the Corporate Debtor, viz www.ksoils.com on its homepage.
- 1.8 The last date for submission of Scheme was extended by Liquidator to 21.05.2021 due to second wave of Covid-19 pandemic. The Liquidator has received a scheme for the Corporate Debtor and various other parties have also shown interest for submission of Scheme. In a Stakeholders’ Consultation Committee meeting held on 12.08.2021, it was decided that due to interest by some more parties and maximization of value for the stakeholders, an application seeking extension of further 90 days for exploring Scheme of Compromise or Arrangement under Section 230 of Companies Act, 2013 need to be filed with Hon’ble National Company Law Tribunal. The liquidator has filed an application IA 164 of 2021 seeking extension of time for further period of 90 days. The application was allowed by Hon’ble NCLT vide order dated 01.10.2021.

1.9 The Liquidator accordingly, has made public announcement on 06.10.2021 inviting Scheme of Compromise or Arrangement under Section 230 of the Companies Act, 2013 (“Scheme”). The said Public Announcement is published in Business Standard (All India Editions on 06.10.2021) in English Language and also finds a place on the website of the Corporate Debtor, viz www.ksoils.com

2. SUBMISSION OF SCHEME FOR COMPROMISE OR ARRANGEMENT UNDER SECTION 230 OF THE COMPANIES ACT, 2013(“SCHEME”)

2.1 Invitation for submission of scheme

Mr. Kuldeep Verma, in his capacity as Liquidator of K.S. Oils Limited, is inviting a Scheme of Compromise or Arrangement under Section 230 of Companies Act, 2013 for K.S. Oils Limited (In Liquidation) under Insolvency and Bankruptcy Code 2016 from interested applicant(s) who fulfils the eligibility criteria provided below:

2.2 Eligibility

Scheme of Compromise or Arrangement is invited from interested party(ies) who are eligible to submit scheme under section 230 of the Companies Act 2013 for the corporate debtor.

The concerned applicant shall not be eligible to submit a Scheme for KSO, if the applicant is ineligible under the Insolvency & Bankruptcy Code, 2016 and/or any other law as applicable (as amended from time to time).

2.3 Submission of Information/documents for taking access to Virtual Data Room (VDR)

2.3.1 For participating in the process of submission of Scheme for Compromise or Arrangement under Section 230 of Companies Act, 2013, following documents need to be submitted alongwith refundable deposit of Rs.10,00,000.

- Basic Information of the Applicant as per Annexure A
- Supporting Documents as set out in Annexure B
- Confidentiality Undertaking as per Annexure C
- Affidavit cum undertaking under Section 29A as per Annexure D

2.3.2 Non-Interest-Bearing Refundable Deposit of Rs. 10,00,000 either in form of Demand Draft or Direct Credit to Beneficiary's Bank Account, with an intimation at liquidation.ksoils@gmail.com. Details of the Bank

Account is given below:

- Name of the Beneficiary: K.S. Oils Limited-In Liquidation
- Bank Name: State Bank of India
- Branch Address: 9B Esplanade Row East, Kolkata-700069
- Account Number: 40085751347
- IFS Code: SBIN0001971
- MICR: 700002034
- Account Type: Current Account

2.3.3 The Applicant may be given access to virtual data room (VDR) for carrying out due diligence, upon submission of all the documents in the formats prescribed herein which shall be subject to verification by the Liquidator and if found incomplete/ineligible at any point in time, the Liquidator reserves the rights to restrict/deny the said access.

2.4 Submission of Scheme

Only eligible applicant shall submit the Scheme of Compromise or Arrangement under Section 230 of Companies Act, 2013 by way of hard copy in a sealed envelope along with the requisite annexures/documents at the following address by post or deliver in person latest by 5 PM Friday, 22.10.2021 AND also by email that too latest by 5 PM Friday, 22.10.2021:

Kuldeep Verma

Liquidator of K.S. Oils Limited

IP Registration no. IBBI/IPA-001/IP-P00014/2016-17/10038

46 BB Ganguly Street, 5th Floor, Unit:501

Kolkata-700012

Applicant shall also be required to submit the exact copy of the Scheme in soft version along with annexures, if any, at email id:

liquidation.ksoils@gmail.com

Any extension of time for submission of Scheme shall be updated on the website of the Corporate Debtor.

2.5 Other Conditions

2.5.1 The Liquidator reserves the right to cancel or modify the terms of the process document without assigning any reason and without any liability. This is not an offer document and is issued with no commitment. Applicant should regularly visit the website of the Company (www.ksoils.com) on its homepage, to keep themselves updated regarding clarifications/amendments/time-extensions, if any.

2.5.2 The Liquidator reserves the right to withdraw the invitation for submission of Scheme under section 230 and change or vary any part thereof at any stage, should it be so necessary at any stage.

2.5.3 No oral conversations or agreements with the Liquidator or any official, agent or employees of the Liquidator, any creditor or class of creditors, any member or class of members shall affect or modify any terms of the invitation for submission of Scheme.

2.5.4 Neither the Applicant nor any of representatives of the Applicant shall have any claims whatsoever against the Liquidator or its advisors or any of their officials, agents or employees arising out of or relating to the Scheme.

- 2.5.5 By submitting the Scheme of Compromise or Arrangement, the Applicant shall be deemed to acknowledge that it has carefully read the document and has fully informed itself to all the conditions and limitations.
- 2.5.6 The Applicant acknowledges that the Scheme of Compromise or Arrangement shall be made by the Applicant on an **“As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis** and the Liquidator will not be providing any representations or warranties for the Company.
- 2.5.7 On receipt of the Scheme of Compromise or Arrangement under Section 230 of Companies Act, 2013, if the Liquidator is satisfied that the Scheme is complete in all respects and that the Annexures are complete and provide all requisite details, the liquidator, may, in his sole discretion submit the proposal to Hon’ble NCLT, Indore Bench at Allahabad for necessary directions. Further the Liquidator reserves the right to submit the Scheme to the financial creditors simultaneously for their assessment whether the arrangement of Scheme is viable, feasible and having appropriate financial matrix. Mere submission of the Scheme to NCLT or financial creditors does not mean that the Scheme will be approved. The decision of the Liquidator to submit or reject the Scheme shall be final and binding on the Applicants.
- 2.5.8 For any clarifications on the process of submission of Scheme, please contact on liquidation.ksoils@gmail.com

“ANNEXURE – A”

BASIC INFORMATION OF THE APPLICANT

[Note: In case of joint applicants, the details set out below are to be provided for each of the entities/groups/persons submitting the application jointly]

1. Name and Address:

- a. Name of the Firm/Company/Organisation/Person:
- b. Address:
- c. Telephone No.:
- d. Email:
- e. PAN/CIN:
- f. Folio No./Membership details in Depository:

2. Date of Establishment, if any:

3. Core Area of Expertise:

4. Contact Person:

- a. Name:
- b. Designation:
- c. Telephone No.:
- d. Mobile No.:
- e. Email:

5. Company/Firm/Organisation/Persons Profile:

- a. Company/Firm/Organisation/Persons Financial Profile
(consolidated/standalone/individual, as applicable):

[Note: The Company/Firm/Organisation/Persons profile should necessarily include net worth and revenue numbers of the preceding three years. Where the entity submitting the Scheme is an Asset Reconstruction Company, please provide details pertaining to ‘assets under management’ and/or ‘committed funds’ for the preceding three years]

- b. Names & DIN of Directors including Independent Directors, as may be applicable
- c. Experience of the Company/Firm/Organisation/Persons in the relevant sector

- d. Names of key lenders, if any, to the Company/Firm/Organisation/Persons
- e. History if any, of the Company/Firm/Organisation/Persons being declared a 'wilful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non-performing asset'.
- f. Any other relevant details which would be useful for the Liquidator to be aware of in respect of the Scheme

“ANNEXURE – B”

SUPPORTING DOCUMENTS TO BE GIVEN

- a. Profile of the Applicant
- b. Legal Documents: Copies of Certificate of Registration and Constitutional Documents of the Applicant
- c. Preceding 3 (three) years audited financial results of the Applicant
- d. Confidentiality Undertaking-As given in Annexure C
- e. Affidavit under section 29A - As given in Annexure D
- f. Board Resolution / Power of Attorney authorizing the submission of documents and authorizing a person to act on behalf of the Applicants.
- g. Statement giving details if the Applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any resolution plan approved by the Adjudicating Authority at any time in the past.

‘ANNEXURE – C’

Confidentiality Undertaking

To,

Kuldeep Verma

Liquidator of K.S. Oils Limited

IP Registration no. IBBI/IPA-001/IP-P00014/2016-17/10038

46 BB Ganguly Street, 5th Floor, Unit:501

Kolkata-700012

In the matter of K.S. Oils Limited

Sub: Confidentiality Undertaking with respect to Scheme of Compromise or Arrangement in the matter of K.S. Oils Limited (in Liquidation under the Insolvency & Bankruptcy Code) as per Section 230 of the Companies Act, 2013 and rules prescribed thereunder

Sir

1. This acknowledgement and undertaking (“Undertaking”) is being furnished by _____ (“Recipient”) which term where relevant includes all directors, employees and consultants, successors and assigns of the Recipient), in respect of the Confidential Information (as defined herein) provided/to be provided to us in relation to K.S. Oils Limited, a company having its registered office at Jiwaji Ganj, Morena-476001, Madhya Pradesh, India (the “Corporate Debtor” or the “Company”) and is further to the confidentiality obligations of the Liquidator under the provisions of the Insolvency and Bankruptcy Code, 2016 (“Code” which term includes all rules and regulations made thereunder).
2. I/We understand, acknowledge and agree that any and all information supplied, whether by you, the Corporate Debtor or anyone else on your or the Corporate Debtor’s behalf, to us or to any other person on our behalf,

October 6, 2021

including any third parties (“Secondary Recipient”) in relation to submission of Scheme of Compromise or Arrangement for the Corporate Debtor, or any information provided pursuant to any request made by us and in each case information whether in written form, electronically or orally shall constitute “Confidential Information” for the purposes of this Undertaking.

Confidential Information shall also include information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information.

However, Confidential Information shall not include:

- (i) information which, at the time of disclosure to the Recipient or Secondary Recipient(s), is in the public domain through no violation of the provisions of the Code or a breach of this Undertaking or any similar undertakings executed by the other Stakeholders (which term shall have the meaning in the Liquidation Regulations) of the Corporate Debtor and their respective advisors; or
- (ii) information which, after disclosure to the Recipient or Secondary Recipient(s), becomes publicly available and accessible through no violation of the provisions of the Code or a breach of this Undertaking or any similar undertakings executed the other Stakeholders (which term shall have the meaning in the Liquidation Regulations) of the Corporate Debtor and their respective advisors; or
- (iii) information which was, lawfully and without any breach of this Undertaking or any similar undertakings executed the other Stakeholders (which term shall have the meaning in the Liquidation Regulations) of the Corporate Debtor and their respective advisors, known to, or in the possession of, the Recipient or Secondary Recipient(s) prior to its disclosure, as evidenced by the records of the Recipient or Secondary Recipients; or

- (iv) information which is permitted by you or your authorized nominees/ persons to be disclosed solely for legal or regulatory requirements, provided that the obligation upon the Recipient to maintain confidentiality of such information permitted to be disclosed shall continue for all other purposes under this Undertaking;
- (v) information which was independently developed by any party (including the Recipient and the Secondary Recipient) without breach of this Undertaking, and not on the basis of Confidential Information that is required to be disclosed on account of an order of a court or due to any requirement of law, regulation or any competent judicial, supervisory, regulatory or administrative authority/ body including the directions of any regulatory authority applicable to, or having jurisdiction over, the Recipient and the Secondary Recipient, or in any other legal proceedings (including the National Company Law Tribunal, Insolvency and Bankruptcy Board of India, any other court, tribunal or government authority) or pursuant to the guidelines of regulatory/administrative authority or stock exchange.
- (vi) The Recipient shall disclose such information only with prior intimation to the
- (vii) Liquidator or the Corporate Debtor or any person authorised on their behalf.

3. The Recipient hereby acknowledges, agrees and undertakes that:

- (i) the Confidential Information provided by the Liquidator (which term shall have the meaning in the Code) in relation to the liquidation process (“Liquidation”) of the Corporate Debtor has been accepted by the Recipient and shall be utilized only in accordance with the Code;
- (ii) the Confidential Information shall be kept secret and confidential by the Recipient and shall be used solely as allowed under the Code;
- (iii) the Recipient shall not use Confidential Information to cause an undue gain or undue loss to itself or any other person;

- (iv) the Recipient shall comply with the provisions of law from time to time in force relating to confidentiality and insider trading;
- (v) the Confidential Information may only be disclosed to and shared with third parties (the “Secondary Recipients”), in accordance with applicable laws, including in relation to confidentiality and insider trading, and terms of this Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the Liquidation of the Corporate Debtor, provided that the Recipient shall ensure that such Secondary Recipients shall strictly be bound by obligations that are at least as restrictive as those stated in this Undertaking. The Recipient shall be liable for any breach of this Undertaking due to any action or omission of any Secondary Recipient and in this regard this Undertaking would be read as if the Secondary Recipient were a party hereto with all references to Recipient being a reference to Secondary Recipient;
- (vi) it shall immediately disclose to the Liquidator, if so required by the Liquidator, the names and details of any and all Secondary Recipients;
- (vii) it shall ensure that all Confidential Information is kept safe and secured at all times and is properly protected against theft, damage, loss or unauthorised access, hacking, etc.;
- (viii) by virtue of this Undertaking, it has not acquired, does not and shall not acquire at any time hereafter any right, title or interest of any nature whatsoever in the Confidential Information including any intellectual property;
- (ix) the Recipient shall protect any intellectual property of the Corporate Debtor it may have access to;
- (x) no representation or warranty has been provided in relation to the authenticity or adequacy of the information provided, including Confidential Information, for the purposes for which the same has been received /sought by the Recipient and the Recipient shall not have any claim against the Corporate Debtor or the Liquidator in relation to any information provided. Further the Recipient merely because of receipt of any information or

execution of this Undertaking shall not have any rights or entitlement against the Liquidator for undertaking any action/transaction in connection with the Liquidation of the Corporate Debtor.

4. Recipient acknowledges and agrees that in the event of breach or threatened breach of the terms of this Undertaking, the Corporate Debtor shall suffer irreparable damages, for which monetary compensation may be an inadequate remedy. Accordingly, it is agreed that in addition to any other remedy to which they jointly or severally may be entitled to at law or in equity, the Liquidator and the Corporate Debtor jointly or severally shall be entitled to seek an injunction to prevent a breach or threatened breach of this Undertaking and/ or specific performance of the terms of this Undertaking and/or any other remedies available at law.
5. This Undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian law and National Company Law Tribunal, Indore Bench at Ahmedabad shall have exclusive jurisdiction over matters arising out of or relating to this undertaking.

IN WITNESS WHEREOF I/We have set our hands hereunder on this
_____ day of _____, 2021 at _____.

SIGNED AND DELIVERED BY:

For and on behalf of _____

WITNESS:

(Signature)

(Name)

(Address)

(Signature)

(Name)

(Address)

October 6, 2021

‘ANNEXURE-D’

AFFIDAVIT CUM UNDERTAKING

[To be submitted by each Applicant and in case the Applicant is a consortium, then to be submitted by each member of such consortium]

[To be stamped with adequate value under the Stamp Act applicable to the particular state and duly attested by Notary Public]

I, [name of the chairman/managing director/director/authorized person of Applicant], son of [____], aged about [____] years, currently residing at [Address to be inserted] and having Aadhaar / Passport number [____], on behalf of [name of the Applicant] having registered office at [____] (“Applicant”) pursuant to authorization of the Applicant dated [____] (as enclosed herewith), do solemnly affirm and state to the Liquidator of K.S. Oils Limited (“Corporate Debtor”) (“Liquidator”) as follows:

1. That I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the Applicant.
2. That I/We are not ineligible from submitting a Scheme of Compromise and Arrangement in respect of K.S. Oils Limited, pursuant to the provisions of the section 29A of the Insolvency and Bankruptcy Code, 2016 and/or otherwise.
3. That none of (a) us being the Applicant; (b) any other person acting jointly with us; (c) any other person in concert with us; (d) any person who is a promoter and/or in the management and/or control of the Applicant; (e) any person who shall be the promoter and/or in management and/or control of the business of K.S. Oils Limited during the implementation of the Scheme; and/or (f) the holding company, subsidiary company, associate company or related party of any person referred to in (d) and/or (e) as referred above:
 - a) is an undischarged insolvent;

- b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- c) at the time of submission of the documents 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:
- 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:

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

Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of Explanation I of Section 29A of the Code;

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

Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A of the Code;

- 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 this Code;

Provided that 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 this 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 this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- i) subject to any disability corresponding to clause (a) to (h) above under any law in a jurisdiction outside India.

4. That the Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Insolvency and Bankruptcy Code, 2016 and the rules and regulations thereunder to submit a Scheme and that it shall provide all documents, representations and information as may be required by the Liquidator to substantiate to the satisfaction of the Liquidator that the Applicant is eligible under the Insolvency and Bankruptcy Code, 2016 and the rules and regulations thereunder to submit Scheme in respect of the Corporate Debtor.

5. That the Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.
6. That the Applicant understands that the Liquidator may evaluate the eligibility of the Applicant or any other person acting jointly with it and such evaluation may be on the basis of confirmations, representations, warranties, information & documents provided by the Applicant and/or such other information readily available in the public domain.
7. That I/We shall intimate the Liquidator, without any delay, in case after submission of this affidavit, the Applicant or/and any of its connected person become ineligible as per the provisions of Section 29A of the Code.
8. That the statements made in paragraph 1 to 7 are true to the best of our knowledge and are based on information, I believe them to be true.

Solemnly affirmed at _____, on this the [_____] day of [_____] 2021.

Before me, Notary

DEPONENT

VERIFICATION

I, [name of the chairman/managing director/director/authorized person of Applicant, authorised by the Board of the Applicant (in case of a company) for giving such affidavit], the deponent above named, on behalf of [name of the Applicant], having registered office at [_____] , do hereby verify and state that the contents of the above affidavit are true to the best of my knowledge and nothing material has been concealed therein.

Verified at _____, on this the [_____] day of [_____] 2021.

DEPONENT

October 6, 2021