

**EXPRESSION OF INTEREST PROCESS MEMORADNUM TO SUBMIT RESOLUTION PLAN  
FOR ESSAR POWER (JHARKHAND) LIMITED**

**1. BACKGROUND:**

Essar Power (Jharkhand) Limited (“EPJL” / “Corporate Debtor”) is a public limited company setting up 1200 MW (2 x 600 MW) coal fired independent power plant at Chandwa on Latehar district, State of Jharkhand.

At present, EPJL is undergoing a Corporate Insolvency Resolution Process (“CIRP”) in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC”). The CIRP of EPJL was initiated, by an Order dated April 05, 2018 of Hon’ble National Company Law Tribunal (“NCLT”), New Delhi (Principal Bench). NCLT appointed Mr. Huzefa Fakhri Sitabkhan having registration no. IBBI/IPA-001/IP-P00031/2017-18/10115 as Interim Resolution Professional (“IRP”) for supervising the CIRP of EPJL and his appointment as Resolution Professional (“RP”) was confirmed by the Committee of Creditors (“CoC”) subsequently. Mr. Huzefa Fakhri Sitabkhan (“RP”) has constituted the CoC in accordance with the provisions of IBC and as per directions of the CoC is inviting the Expression of Interest (“EOI”) from Potential Resolution Applicants (“RA”) to submit the Resolution Plan. Form G - Invitation of Resolution Plans (Under sub-regulation (5) of regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016) for the attention of the Prospective Resolution Applicants of Essar Power (Jharkhand) Limited is set out in **“Annexure - G”** hereto.

It is clarified that the Bid Process Memorandum detailing the procedure for submitting the resolution plan and criteria for evaluation of bids shall be disclosed at a later stage.

**2. SUBMISSION OF EOI:**

RA submitting the EOI should meet the Eligibility Criteria as set out in **“Annexure - A”** hereto. EOI shall be submitted in the prescribed format as set out in **“Annexure - B”** hereto alongwith the supporting documents as set out in **“Annexure - C”** hereto and the details of RA as set out in **“Annexure - D”** hereto alongwith the indicative Confidentiality Undertaking as set out in **“Annexure - E”** and declaration by RA under section 29A of IBC as set out in **“Annexure - F”** hereto.

EOI in the prescribed format along with the annexures is required to be sent by emailing it at [epjlip@gmail.com](mailto:epjlip@gmail.com), or through speed post / registered post / courier or hand delivering to Huzefa Fakhri Sitabkhan, Resolution Professional of Essar Power (Jharkhand) Limited, Think Capital Insolvency Professionals LLP, 1007-1012, Dalamal Tower, Free Press Road, Nariman Point, Mumbai - 400 021, Maharashtra, India.

**3. PROCESS POST RECEIPT OF EOI:**

EOIs received will be reviewed by RP and / or members of CoC. Qualified and shortlisted RAs will be informed about the same. The Bid Process Memorandum containing the evaluation matrix and terms and conditions of submitting Resolution Plan would be issued to the shortlisted parties pursuant thereto. Access to Information Memorandum (IM), data room for DD and other relevant information will be provided to qualified and shortlisted RA.

The qualified and shortlisted RA will be given time to carry out further due-diligence (DD) and submit their Resolution Plan, in accordance with the provisions of the IBC, by 6.00 PM on or before December 12, 2018. For any clarifications, please write to: [epjlip@gmail.com](mailto:epjlip@gmail.com) on or before December 11, 2018.

**4. ADVERTISEMENT:**

The advertisement for inviting EOI to submit Resolution plan is published on November 23, 2018 in the all India edition of Business Standard (English). The same is also set out in **“Annexure - H”** hereto.

## 5. NOTES AND OTHER TERMS AND CONDITIONS:

- (i) The EOI Process Memorandum is not an offer or invitation for sale or the solicitation of an offer to buy, purchase or subscribe to any securities, if any, of EPJL.
- (ii) CoC / RP reserve the right to withdraw this EOI Process Memorandum and / or cancel the Resolution Plan process at any stage. Mere submission of the EOI shall not create any rights in favour of the RA and the decision of the CoC / RP regarding the resolution plan process shall be final and binding on all parties concerned including RAs. The CoC / RP further reserves the right to (a) amend, extend, vary or modify the terms and conditions regarding submission of Resolution plan, including but not limited to Evaluation Matrix, timelines regarding submission of Resolution Plans; and (b) disqualify and / or reject any RA at any stage of the bid process without assigning any reason and without any liability, including any tortious liability.
- (iii) Amendments or Clarifications concerning submission of EOI and / or Information regarding extension, if any, of time for submission of Resolution Plan shall be uploaded on the EPJL's website. All interested parties should visit EPJL's website at [www.epjl.co.in](http://www.epjl.co.in) to keep themselves updated regarding the same.
- (iv) No agreements with RP or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the RP or EPJL or any member of the CoC or verbal communication by them shall affect or modify any terms of this EOI.
- (v) No claims against or liability of the RP or EPJL or any member of the CoC or any of their official, representative, affiliates, associate, advisor, agent, director, partner or employee would arise or be sustained out of this EOI.
- (vi) By submitting a proposal, each RA shall be deemed to acknowledge that it has carefully read the entire EOI, its terms and conditions and eligibility criteria and has fully informed itself as to all the existing terms, conditions and limitations.

Sd/-

Huzefa Fakhri Sitabkhan  
Resolution Professional  
Essar Power (Jharkhand) Limited  
(Under Corporate Insolvency Resolution Process)

IBBI/IPA-001/IP-P00031/2017-18/10115  
Email ID: [epjlip@gmail.com](mailto:epjlip@gmail.com) / huzefa.sitabkhan@gmail.com

Think Capital Insolvency Professionals LLP  
1007-1012, Dalamal Tower,  
Free Press Journal Road,  
211, Nariman Point,  
Mumbai - 400 021,  
Maharashtra, India

Date: November 23, 2018  
Place: Mumbai

**Attachments: Annexures - A to H**

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**“ANNEXURE - A”**

**ELIGIBILITY CRITERIA**

The eligibility criteria for submission of Resolution Plan for Essar Power (Jharkhand) Limited are as follows:

- (a) Any person including private limited company or public limited company registered under the Companies Act, 1956 or 2013, Limited Liability Partnership (LLP) or SEBI registered Alternative Investment Fund (AIF) or a company incorporated outside India, which is eligible to invest in India under the laws of India either as a sole resolution applicant or as part of a consortium.
- (b) The shareholding of the special purpose vehicle incorporated by the consortium shall be same as the shareholding of members in consortium.
- (c) Prospective Resolution Applicant must be a fit and proper person, should not suffer from any legal disability to be a promoter under the applicable laws
- (d) Potential Resolution Applicant's competence and capability are proposed to be established broadly by the following parameters:
  1. Financial Capacity
  2. Provisions of Section 29A of IBC

**1. Financial Capacity Eligibility Criteria:**

**A. For Private / Public Limited Company / Limited Liability Partnership ("LLP") / Body Corporate / any other Potential Resolution Applicant:**

- Minimum Tangible Net Worth ("TNW") / Net Owned Funds ("NOF") of Indian National Rupee ("INR") 250 Crore at the Group Level in the immediately preceding completed financial year.
- TNW / NOF shall be computed as aggregate value of paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, and does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- Group may comprise of entities either controlling or controlled by or under common control with the Potential Resolution Applicant. Control means at least 26% ownership.

**B. For Financial Institution / Investment Company / Fund House / Private Equity ("PE") Investor / Non-Banking Financial Company ("NBFC") / Asset Reconstruction Company ("ARC"):**

- Minimum Assets Under Management ("AUM") of INR 500 Crore in the immediately preceding completed financial year; or
- Minimum committed funds ("Committed Funds") available for investment/ deployment in Indian companies or Indian assets of INR 250 Crore in the immediately preceding completed financial year.

### C. For Consortium Potential Resolution Applicant:

- Consortium Potential Resolution Applicant must also satisfy eligibility criteria pertaining to minimum TNW / NOF / AUM / Committed Funds as applicable in addition to other conditions stipulated herein.
- In case the consortium is of Private / Public Limited Companies / LLPs / Body Corporate / any other Potential Resolution Applicants, TNW / NOF or the consortium shall be calculated as weighted average of individual member's TNW / NOF. Provided that only such portion of their TNW / NOF as is proportionate to their shareholding in the consortium will count towards the eligibility criteria of TNW / NOF (without any double counting).
- In case the consortium is comprised of Financial Institutions / Investment Companies / Fund Houses / PE Investors / NBFCs / ARCs / any other prospective Resolution Applicants, the minimum AUM of consortium shall be calculated as weighted average of individual member's AUM or Committed Funds available for investment / deployment in Indian companies / Indian assets shall be calculated as weighted average of individual member's Committed Funds for investment / deployment in Indian companies / Indian assets. Provided that only such portion of their AUM / Committed Funds as is proportionate to their shareholding in the consortium will count towards the eligibility criteria of AUM / Committed Funds (without double counting).
- Incorporation of an Indian limited company shall be mandatory to enter into definitive agreements post submission and approval of resolution plan.

### 2. Provisions of Section 29A of IBC

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

#### Exchange Rate:

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

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**“ANNEXURE - B”**

**FORMAT OF EXPRESSION OF INTEREST (EOI)**

**(On the Letterhead of the Potential Resolution Applicant Submitting EOI)**

To,  
Mr. Huzefa Fakhri Sitabkhan,  
Resolution Professional for Essar Power (Jharkhand) Limited  
Think Capital Insolvency Professionals LLP  
1007-1012, Dalamal Tower,  
Free Press Journal Road, 211, Nariman Point,  
Mumbai - 400 021, Maharashtra, India.

**Subject: Expression of Interest (“EOI”) for submitting Resolution Plan for Essar Power (Jharkhand) Limited (“Corporate Debtor”).**

Dear Sir,

1. In response to the advertisement in The Business Standard dated November 23, 2018 (“Advertisement”) inviting EOI for submission of Resolution Plans (“Resolution Plan”) as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“Code”), we confirm that we have understood the eligibility criteria mentioned in the Invitation for Submission Resolution Plan for Essar Power (Jharkhand) Limited as was uploaded on the website of the Corporate Debtor at [www.epjl.co.in](http://www.epjl.co.in) and meet the necessary thresholds mentioned therein and submit our EOI for submission of a Resolution Plan for the Corporate Debtor.
2. I, \_\_\_\_\_, [insert name of the signatory] confirm that I am duly authorized to submit this EOI on behalf of \_\_\_\_\_ [insert the name of the entity submitting the EOI].
3. The information furnished by us in this EOI including documentary proofs, is true, correct, complete, accurate in all material respects. Further, we acknowledge or confirm (as applicable) that:
  - a. The Resolution Professional (“RP”) may, on the directions of the Committee of Creditors (constituted under the Code) (“CoC”), have the right to cancel the process without any prior intimation to us or modify or vary the terms without assigning any reason, whatsoever and without any liability. Any clarifications, amendment or extensions of time, etc. in relation to the process would be updated on the website of the Corporate Debtor and the RP is not required to separately intimate us in this respect. We are aware that the timelines for diligence and other processes will not be extended without prior approval of the RP, which approval may be provided by the RP at its sole discretion. No financial obligation shall accrue to the RP or the Corporate Debtor in such an event;
  - b. The Corporate Debtor is on an “as is where is” basis and the RP, CoC, the current shareholders or promoters of the Corporate Debtor will not be providing any representations or warranties;
  - c. We have read and understood the terms and conditions stipulated in the advertisement and acknowledge that the RP reserves the right to accept or reject any EOI without assigning any reason whatsoever and without any liability to the applicant.
  - d. The RP reserves the right to request for additional information or clarification, as it deems fit, from us for the purposes of the EOI;
  - e. We will continue to meet the eligibility criteria throughout the process, and will intimate the RP of any change in the information provided by us along with our EOI, which may impact our ability to participate in this process, within 3 (three) business days of such change;

- f. We have read and understood the provisions of the Code and the rules and regulations issued there under. We are aware that our submission of the EOI does not give us the right to be a part of the CoC;
- g. We are aware that the current promoters or shareholders of the Corporate Debtor may also be eligible to submit EOI;
- h. The RP and the Corporate Debtor shall, in no circumstances, be responsible to bear or reimburse any expenses or costs incurred by us in respect of submission of this EOI; and
- i. Information Memorandum will be provided to the qualified and shortlisted Resolution Applicants as per the provisions of Code;
- j. If we are shortlisted, we will submit the Resolution Plan complying the provisions of the Insolvency & Bankruptcy Code, 2016 within the timelines laid down;
- k. We have attached the supporting documents required to be submitted with EOI as published on the website of Essar Power (Jharkhand) Limited at [www.epjl.co.in](http://www.epjl.co.in).

Thanking you.

Yours truly,

On behalf of the Firm / Company / Organization:

Signature:

Name of Signatory:

Designation:

Company Seal / Stamp

Place: Date:

Enclosures: Annexures

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“ANNEXURE - C”

SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED WITH EOI

1. Profile of Resolution Applicant
2. **Legal Documents:** Copies of Certificate of Registration / Incorporation and Constitutional Documents (Memorandum and Articles of Association, etc.) of Resolution Applicant and information / details required as per Regulation 38(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2017.
3. **For TNW / NOF / AUM / Committed Funds:** Certified true copies of Audited financial statements of immediately preceding 3 (three) years of RA and / or its promoter / promoter group or any other group company as per eligibility criteria.
4. A notarized declaration from RA in order to demonstrate that the promoter / promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the eligibility criteria. Please note that RA shall provide all relevant documents for its promoter / promoter group or any other group company, if required to meet the eligibility criteria.
5. Any other documents / information which Potential Resolution Applicant finds necessary to share or as may be notified by the RP from time to time.

Note: In case of consortium, each member of consortium needs to submit the documents set out herein.

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**“ANNEXURE - D”**

**DETAILS OF THE POTENTIAL RESOLUTION APPLICANT**

**1. Name and address:**

Name:  
Address (with proof):  
Telephone No.:  
Fax No.:  
Email:

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

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

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

**5. Contact Person:**

Name:  
Designation:  
Telephone No:  
Mobile No.:  
Email:

**6. PAN No. and / or CIN No. and / or Aadhaar No. or equivalent details of Resolution Applicant and copies of documents:**

**7. Company / FI Profile:**

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

(Note: The Company profile should necessarily include tangible net worth of the preceding three years. Where the entity submitting the EOI is a financial investor / fund entity, please provide details pertaining to “assets under management” and / or “committed funds” for the preceding three years or the committed funds available as on March 31, 2018 for investment. Further the fulfillment of eligibility criteria must be clearly identified / certified herein)

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

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

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

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“ANNEXURE - E”

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

To,  
Mr. Huzefa Fakhri Sitabkhan,  
Resolution Professional for Essar Power (Jharkhand) Limited  
Think Capital Insolvency Professionals LLP  
1007-1012, Dalamal Tower,  
Free Press Road, 211, Nariman Point,  
Mumbai - 400 021, Maharashtra, India.

**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**

This confidentiality undertaking has been signed by \_\_\_\_\_, a Potential Resolution Applicant (as per Section 5(25) of Insolvency & Bankruptcy Code, 2016 (“Code”)), having its office at \_\_\_\_\_ acting through Mr. / Ms. \_\_\_\_\_, the authorized signatory / authorized representative (“**Resolution Applicant**”, which expression shall, unless repugnant to the context, include its successors, legal representatives, permitted assigns and administrators in business) in favour of Mr. Huzefa Fakhri Sitabkhan, Resolution Professional for Essar Power (Jharkhand) Limited having registration no. IBBI/IPA-001/IP-P00031/2017-18/10115 on \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WHEREAS Essar Power (Jharkhand) Limited, a company registered under Companies, Act, 1956 (hereafter referred as “Corporate Debtor”) is under corporate insolvency resolution process vide NCLT, New Delhi (Principal Bench) order dated April 05, 2018 and Mr. Huzefa Fakhri Sitabkhan having registration no. IBBI/IPA-001/IP-P00031/2017-18/10115 was appointed as the Interim Resolution Professional (“IRP”) for the Corporate Debtor. Subsequently, the IRP has been appointed as the Resolution Professional for the Corporate Debtor (“Resolution Professional”) in the meeting of the Committee of Creditors (“CoC”) in accordance with Section 22 of the Insolvency & Bankruptcy Code, 2016 (“Code”).

WHEREAS the Resolution Professional has prepared information memorandum as per Section 29 (1) of the Code and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 in respect of the Corporate Debtor (“**Information Memorandum**”).

WHEREAS the Resolution Professional is required to share the information memorandum and any other information with a potential resolution applicant after receiving an undertaking from the Resolution Applicant to the effect that the Resolution Applicant shall maintain confidentiality of the information contained in the Information Memorandum and shall not use such information to cause an undue gain or undue loss to themselves or any other person and comply with the requirements under Section 29(2) of the Code.

**THEREFORE, the Resolution Applicant hereby declares and undertakes as follows:**

1. The Resolution Applicant declares and undertakes that it will not divulge to anyone in any manner (whether through oral or written communication or through any other mode of communication), any information concerning the Corporate Debtor, including but not limited to the existence, business, operations, financial position, disputes by or against the corporate debtor, or the day to day activities of the Corporate Debtor, disclosed to it through oral or written communication or through any other mode, whether by the Resolution Professional (or any other person on behalf of the Resolution Professional), and / or any part of the information contained in the Information Memorandum, , and all such information shall be hereinafter referred to as “**Confidential Information**”. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also become Confidential Information.
2. The Resolution Applicant further unconditionally and irrevocably undertakes and declares that
  - a) the Confidential Information shall be kept confidential by the Resolution Applicant and shall be used solely for the purpose as allowed under the Code;
  - b) the Resolution Applicant shall not use the Confidential Information to cause any undue gain or undue loss to itself or any other person;
  - c) the Resolution Applicant shall comply with all provisions of law for the time being in force relating to confidentiality and insider trading;
  - d) the Resolution Applicant shall protect any intellectual property of the corporate debtor which it may have access to;
  - e) the Confidential Information may only be disclosed to and shared with its employees or third parties by the Resolution Applicant, in accordance with applicable laws, including in relation to confidentiality and insider trading, and terms of this confidentiality undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the corporate insolvency resolution process of the corporate debtor, provided that the Resolution Applicant binds such employees and third parties, by way of an undertaking / agreements, to terms at least as restrictive as those stated in this confidentiality undertaking;
  - f) the Resolution Applicant shall ensure that all Confidential Information is kept safe and secured at all times and is protected from any theft or leakage;
  - g) the Resolution Applicant shall immediately destroy and permanently erase all Confidential Information upon the approval of a resolution plan by the National Company Law Tribunal (“NCLT”) under Section 31(1) of the Code or upon an order for liquidation of the corporate debtor being passed by the NCLT under Section 33 of the Code, unless otherwise waived by the (i) Corporate Debtor in writing in the event of approval of resolution plan by the NCLT; or (ii) liquidator in writing in the event of an order for liquidation of the Corporate Debtor being passed by the NCLT under Section 33 of the Code;
  - h) the Resolution Applicant shall take all necessary steps to safeguard the privacy and confidentiality of the Confidential Information and shall use its best endeavours to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the corporate debtor, all information related to disputes by or against the corporate debtor and any other matter pertaining to the corporate debtor as may be specified in the Information Memorandum; and
  - i) the Resolution Applicant shall be responsible for any breach of obligations under this confidentiality undertaking and shall indemnify the Resolution Professional for any loss, damages and costs incurred by the Resolution Professional due to such breach of obligations by the Resolution Applicant or any person acting on its behalf.

3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information
  - a) information which, at the time of disclosure to the Resolution Applicant was already in the public domain without violation of any provisions of applicable laws;
  - b) information which, after disclosure to the Resolution Applicant becomes publicly available and accessible without violation of applicable laws or a breach of this confidentiality undertaking;
  - c) information which was in the possession of the Resolution Applicant prior to its disclosure, as evidenced by the records of the Resolution Applicant;
  - d) information that is received by the Resolution Applicant from a third party which is not in breach of its confidentiality obligations hereunder; and
  - e) information that is required to be disclosed by the Resolution Applicant (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial, regulatory or administrative authority, provided however the Resolution Applicant should use its best endeavours to provide prior intimation of such requirement to disclose to the Resolution Professional and cooperate in all manner required with the Resolution Professional if the Resolution Professional wishes to obtain an injunction or similar order against such requirement of disclosure.
4. No representation or warranty has been provided by the Resolution Professional in relation to the authenticity or adequacy of the information provided to the Resolution Applicant, including Confidential Information, and the Resolution Applicant would not have any claim against the Resolution Professional or any person acting on its behalf or the Corporate Debtor in relation to any information provided in the Information Memorandum.
5. Nothing contained herein shall be construed as granting or implying any transfer of rights (including license rights) to the Resolution Applicant pertaining to the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
6. Resolution Applicant agrees that it shall take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use, destruction of the Confidential Information. Without limiting the foregoing, the Resolution Applicant shall take at least those measures to protect the Confidential Information that it takes to protect its own most highly confidential information.
7. Nothing in this confidentiality undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or wilful default.
8. Resolution Applicant shall immediately notify the Resolution Professional of any known or suspected breaches of this undertaking and shall give the Resolution Professional full co-operation in any search or scrutiny or investigation or legal actions that the Resolution Professional may decide to undertake.
9. Damages may not be an adequate remedy for a breach of this confidentiality undertaking and the Resolution Professional shall be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this confidentiality undertaking. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law, and the Resolution Professional shall be entitled to seek all or any one or more of such remedies against the Resolution Applicant.
10. The Resolution Applicant hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Agreement.
11. The terms of this confidentiality undertaking may be modified or waived only by a separate instrument in writing signed by the Resolution Applicant with the prior written consent of the Resolution Professional that expressly modifies or waives any such term.

12. If any provision of this undertaking is determined to be invalid, void or unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.

13. This confidentiality 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 laws and the courts at Mumbai shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.

Signed on behalf of

\_\_\_\_\_

by Mr. \_\_\_\_\_

(Name and Designation)

Authorised Signatory

Note: Broad terms and intent should remain the same, if any, modifications can email RP at [epjlip@gmail.com](mailto:epjlip@gmail.com) and discuss and agree before issuance of the same.

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“ANNEXURE - F”

DECLARATION UNDER SECTION 29A OF IBC  
(To be notarized on stamp paper)

In the matter of Corporate Insolvency Resolution Process of Essar Power (Jharkhand) Limited  
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 Essar Power (Jharkhand) Limited 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 Essar Power (Jharkhand) 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**

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**“ANNEXURE - G”**

**FORM G**  
**INVITATION OF RESOLUTION PLANS**

*(Under sub-regulation (5) of regulation 36A of the Insolvency and Bankruptcy Board of India  
(Insolvency Resolution Process for Corporate Persons) Regulations, 2016)*

**FOR THE ATTENTION OF THE PROSPECTIVE RESOLUTION APPLICANTS OF  
ESSAR POWER (JHARKHAND) LIMITED**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Information</b>
1	Name Of Corporate Debtor	Essar Power (Jharkhand) Limited
2	Date Of Incorporation Of Corporate Debtor	October 19, 2005
3	Authority Under Which Corporate Debtor Is Incorporated / Registered	Registrar Of Companies, Delhi Registration Number - 211274
4	Corporate Identity Number / Limited Liability Identification Number Of Corporate Debtor	CIN: U31101DL2005PLC211274
5	Address Of The Registered Office And Principal Office (If Any) Of Corporate Debtor	<b>A. Registered Office:</b> Lower Ground Floor, Hotel Conclave Boutique, A-20, Kailash Colony, New Delhi - 110 048, India <b>B. Corporate Office:</b> Essar House, 11 K. K. Marg, Mahalaxmi, Mumbai - 400 034, Maharashtra, India
6	Insolvency Commencement Date In Respect Of Corporate Debtor	April 05, 2018 (As Per Order of NCLT Dated April 05, 2018 In C.P. IB-25(PB)/2018)
7	Estimated Date Of Closure Of Insolvency Resolution Process	December 31, 2018
8	Date Of Issue Of Information Memorandum	May 25, 2018 (The Information Memorandum be made available to member of CoC on submission of confidentiality undertaking as required as per Section 29 (2) of the IBC)
9	Manner Of Obtaining The Information Memorandum By The Prospective Resolution Applicants	Information Memorandum shall be shared by the Resolution Professional with qualified and shortlisted Prospective Resolution Applicants meeting the eligibility criteria after receiving a confidentiality undertaking as per Section 29 (2) of the IBC
10	Date Of Issue Of Invitation For Resolution Plans	November 23, 2018
11	Manner Of Obtaining The Invitation By The Prospective Resolution Applicants	1. Advertisement for Invitation to submit Resolution Plans is published on November 23, 2018 in the all India English edition of the Business Standard. 2. Invitation of EOI alongwith associated detailed terms and conditions also available on website of Essar Power (Jharkhand) Limited at <a href="http://www.epjl.co.in">www.epjl.co.in</a> 3. Contact Huzefa Fakhri Sitabkhan, Resolution Professional of Essar Power (Jharkhand) Limited at <a href="mailto:epjlip@gmail.com">epjlip@gmail.com</a>
12	Date Of Issue Of Evaluation Matrix	August 10, 2018

13	Manner Of Obtaining The Evaluation Matrix By The Prospective Resolution Applicants	Evaluation Matrix shall be available on website of Essar Power (Jharkhand) Limited at <a href="http://www.epjl.co.in">www.epjl.co.in</a>
14	Last Date For Submission Of Resolution Plans	December 12, 2018 by 6.00 PM
15	Manner Of Submitting Resolution Plans By A Prospective Resolution Applicant	In Sealed and Signed Envelope through speed post / registered post / courier or by hand delivering it to Huzefa Fakhri Sitabkhan, Resolution Professional of Essar Power (Jharkhand) Limited, Think Capital Insolvency Professionals LLP, 1007-1012, Dalamal Tower, Free Press Journal Road, 211, Nariman Point, Mumbai - 400 021 and by emailing it at <a href="mailto:epjlip@gmail.com">epjlip@gmail.com</a> .
16	Name, Address And Email Of The Resolution Professional, As Registered With The Board	<b>Name:</b> Huzefa Fakhri Sitabkhan <b>Registered Address With IBBI:</b> 1012, Dalamal Tower, Free Press Journal Road, 211, Nariman Point, Mumbai - 400 021, Maharashtra, India. <b>Registered Email Address:</b> <a href="mailto:huzefa.sitabkhan@gmail.com">huzefa.sitabkhan@gmail.com</a>
17	Address And Email, If Any, Other Than Given At Sr. No. 16 To Be Used For Correspondence With The Resolution Professional	<b>Address For Correspondence:</b> Think Capital Insolvency Professionals LLP, 1007-1012, Dalamal Tower, Free Press Journal Road, 211, Nariman Point, Mumbai - 400 021, Maharashtra, India <b>Email Id For Correspondence:</b> <a href="mailto:epjlip@gmail.com">epjlip@gmail.com</a>
18	Registration Number Of Resolution Professional, As Granted By The Board	IBBI/IPA-001/IP-P00031/2017-18/10115

Date: November 23, 2018  
Place: Mumbai

Huzefa Fakhri Sitabkhan  
Resolution Professional  
Essar Power (Jharkhand) Limited

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**“ANNEXURE - H”**

**THE ADVERTISEMENT PUBLISHED ON NOVEMBER 23, 2018**

**INVITATION FOR SUBMISSION OF RESOLUTION PLAN FOR  
ESSAR POWER (JHARKHAND) LIMITED**

Essar Power (Jharkhand) Limited (“Corporate Debtor”) is a public limited company setting up a 1200 MW (2 X 600 MW) coal fired independent power plant at Chandwa in Latehar district, State of Jharkhand. The Corporate Debtor is currently undergoing a Corporate Insolvency Resolution Process pursuant to an order of Hon’ble National Company Law Tribunal, New Delhi, Principal Bench (NCLT) dated April 05, 2018.

Huzefa Fakhri Sitabkhan, acting in his capacity as Resolution Professional (“RP”) appointed for the Corporate Debtor, hereby invites Expression of Interest (“EOI”) from Potential Resolution Applicants for the purpose of submission of Resolution Plan for Corporate Debtor in accordance with provisions of Insolvency and Bankruptcy Code (“IBC”) 2016.

Minimum qualifications for applicants to approach the Resolution Professional of the Corporate Debtor for the purpose of participating in the process are as under:

**For Private / Public Limited Company / Limited Liability Partnership (“LLP”) / Body Corporate / any other Potential Resolution Applicant:**

1. Minimum Tangible Net Worth (“TNW”) / Net Owned Funds (“NOF”) of Indian National Rupee (“INR”) 250 Crore at the Group Level in the immediately preceding completed Financial year.

**For Financial Institution / Funds / Private Equity Investors**

1. Minimum Assets Under Management (“AUM”) of INR 500 Crore in the immediately preceding completed financial year; or
2. Minimum committed funds (“Committed Funds”) available for investment / deployment in Indian companies or Indian assets of INR 250 Crore in the immediately preceding completed financial year.

The Potential Resolution Applicants are required to submit their EOI in the prescribed format for the submission of EOI and in accordance with terms and conditions mentioned therein. The eligibility criteria for the Potential Resolution Applicant, format for submission of the Expression of Interest, associated detail terms and conditions and Form G for participating in the process can be obtained on the website of the Corporate Debtor ([www.epjl.co.in](http://www.epjl.co.in)) or by requesting it at [epjlip@gmail.com](mailto:epjlip@gmail.com).

Interested applicants may submit the Expression of Interest in the prescribed format along with the annexures, by emailing it at [epjlip@gmail.com](mailto:epjlip@gmail.com), or through speed post / registered post / courier or by hand delivering it to Huzefa Fakhri Sitabkhan, Resolution Professional of Essar Power (Jharkhand) Limited, Think Capital Insolvency Professionals LLP, 1007-1012, Dalamal Tower, Free Press Journal Road, 211, Nariman Point, Mumbai - 400 021.

For any clarifications, please write to [epjlip@gmail.com](mailto:epjlip@gmail.com) on or before December 11, 2018.

Upon receipt of EOI in the aforesaid manner, shortlisted Resolution Applicant will be communicated further details related to the process for submission of resolution plan and for receiving the information memorandum and other relevant information in relation to the Corporate Debtor.

**The Last Date for Submission of Resolution Plan for the Corporate Debtor is December 12, 2018 till 6.00 PM.**

**Note:** The RP may on the direction of Committee of Creditors of the Corporate Debtor have the right to cancel or modify the process and / or disqualify any interested party without assigning any reason and without any liability. This is not an offering document. Any amendment or modification shall be posted on the website of the Corporate Debtor.

Date: November 23, 2018  
Place: Mumbai

Sd/-  
Huzefa Fakhri Sitabkhan  
Resolution Professional  
Essar Power (Jharkhand) Limited  
Reg. No. IBBI/IPA-001/IP-P00031/2017-18/10115