

Ainwasha Engineering & Projects Ltd

Invitation of Expression of Interest for Submission of Resolution Plan

Invited by:

Anuj Bajpai

Resolution Professional

IBBI Registration: IBBI/IPA-001/IP-P00311/2017-18/10575

Headway Resolution and Insolvency Services Private Limited

(Insolvency Professional Entity vide Recognition No. IBBI/IPE/0021)

708, Raheja Centre, Nariman Point, Mumbai – 400 021

Tel: 022 –66107434; Cell: 9920061236

Email: cirpainwasha@gmail.com

**[Issued by the Resolution Professional of Ainwasha Engineering & Projects Ltd,
in line with the terms approved by CoC in their 3rd meeting held on 12th April 2021]**

INVITATION FOR EXPRESSION OF INTEREST TO SUBMIT RESOLUTION PLAN FOR AINWESHA ENGINEERING & PROJECTS LTD

1. BACKGROUND:

M/s. Ainwasha Engineering & Projects Limited (“AEPL”, “The Company”, “CD”), a company incorporated on 20-05-1998, is a public limited company and is engaged in EPC Projects. It is headquartered in Vadodara. The name of the company was changed from Anwasha Engineering & Projects Limited to Ainwasha Engineering & Projects Limited with effect from December 02, 2020. The Registered office of the CD is “ANWESHA HOUSE”, Senate Square, A-TOWER, Vuda Road, Gotri, Vadodara – 390021, Gujarat. Further details of CD can be accessed at <https://ainweshagroup.com/>.

Currently, AEPL is undergoing a Corporate Insolvency Resolution Process (“CIRP”) in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC”). The CIRP of AEPL was initiated vide Order dated 25th January 2021 of Hon’ble National Company Law Tribunal (“NCLT”), Ahmedabad Bench and appointed Mr. Sachin Bhattbhatt having IBBI Registration number IBBI/IPA-003/IP-N000138/2017- 2018/11514 as Interim Resolution Professional (“IRP”) for supervising the CIRP of AEPL. The Committee of Creditors (“CoC”), in their 3rd meeting approved the eligibility criteria in line with section 25(2)(h) of the Code and the IRP 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 Ainwasha Engineering & Projects Limited is set out in **“Annexure – G”** hereto.

In the meantime, the Hon’ble NCLT vide its order dated 20th April 2021 as appointed Mr. Anuj Bajpai having IBBI Registration number IBBI/IPA-001/IP-P00311/2017-18/10575 as the Resolution Professional (“RP”). Accordingly, the RP is in process of taking charge from the erstwhile IRP and will now take the process of CIRP to its logical conclusion.

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

2. PROCESS STAGES

1st Stage -

- Submission of EOI by Prospective RA along with a refundable participation fee.
- Short listing of eligible RAs

2nd Stage –

- Confirmation to shortlisted RAs by RP.
- Signing of confidentiality undertaking by the shortlisted RAs as provided by the RP.
- After signing of the confidentiality undertaking by the shortlisted RAs will be provided
 - The Information Memorandum prepared as per provisions of the IBC
 - Access to the electronic data sharing facility for due diligence.
 - Request for Resolution Plan ('RFRP') outlining the next steps along with the evaluation matrix.

3. 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 along with the supporting documents as set out in **“Annexure-C”** and the details of RA as set out in **“Annexure-D”** hereto.

EOI in the prescribed format along with annexure is required to reach in a sealed envelope at below mentioned address through speed post / registered post or by hand delivery. The sealed envelope should be super scribed as **“Expression of Interest for Ainwasha Engineering & Projects Limited”** in the name of Anuj Bajpai, Resolution Professional for Ainwasha Engineering & Projects Limited, Headway Resolution and Insolvency Services Pvt Ltd, 708, Raheja Centre, Nariman Point, Mumbai - 400021, Maharashtra, India. A soft copy of EOI along with annexure stated above also is required to be mailed to cirpainwasha@gmail.com

4. LAST DATE OF SUBMISSION OF EOI:

- i) The last date for submission of EOI is 18:00 hrs till 7th May 2021. In case the designated day happens to be a holiday in Vadodara, the next working day will be deemed as the last date for submission of EOI.
- (ii) All the EOIs received on or before the last date of submission of EOI will be reviewed by RP and / or members of CoC. Qualified and shortlisted parties will be informed on or before

15th May 2021 about the same. The Request for Resolution Plan (RFRP) containing the evaluation matrix and terms and conditions of submitting Resolution Plan would be issued to the shortlisted parties pursuant thereto.

- (iii) The qualified and shortlisted RA will be given 30 (Thirty) days from the date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants to carry out further due-diligence (DD) and submit their Resolution Plan, in accordance with the provisions of the IBC, by 18.00 hours on or before 21st June 2021.
- (iv) Access to Information Memorandum (IM), data room for DD and other relevant information will be provided to qualified and shortlisted RA after receiving a confidentiality undertaking as per section 29 (2) of the IBC. The confidentiality undertaking to be submitted by RA is set out in **“Annexure – E”** hereto.
- (v) RA to this invitation should satisfy the conditions as specified under section 29A of IBC. The declaration to be submitted by RA under section 29A of IBC is set out in **“Annexure – F”** hereto.
- (vi) For any clarifications, please write to: cirpainwasha@gmail.com

5. ADVERTISEMENT:

The advertisement inviting EOI to submit Resolution plan is published on 20th April, 2021 in Financial Express (English) and Divya Bhasker (Gujarati). The same is also set out in **“Annexure – G”** hereto.

6. NOTES AND OTHER TERMS AND CONDITIONS:

- a. The Invitation for EOI is not an offer or invitation for sale or the solicitation of an offer to buy, purchase or subscribe to any securities, if any, of AEPL
- b. COC / RP reserve the right to withdraw EOI and/or cancel the Resolution Plan process at any stage. Mere submission of the EOI shall not create any rights in favour of the RA and the decision of the CoC / RP regarding the resolution plan process shall be final and binding on all parties. The CoC / RP further reserves the right to (a) amend, extend, vary or modify the terms and conditions regarding submission of Resolution plan, including but not limited to Evaluation Matrix, timelines regarding submission of Resolution Plans; and (b) disqualify and/or reject any RA at any stage of the bid process without assigning any reason and without any liability, including any tortious liability.
- c. Amendments / Clarifications / Information regarding extension, if any, of time for submission of EOI shall be uploaded on www.headwayip.com (RP website) and / or www.ainweshagroup.com (CD Website). All interested parties should visit to keep themselves updated regarding the same.

- d. No agreements with RP or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the RP or AEPL or any member of the COC or verbal communication by them shall affect or modify any terms of this EOI.
- e. No claims against the RP or AEPL or any member of the COC or any of their official, representative, affiliates, associate, advisor, agent, director, partner or employee would arise out of this EOI.
- f. By submitting a proposal, each RA shall be deemed to acknowledge that it has carefully read the entire EOI, its terms and conditions and evaluation matrix and has fully informed itself as to all existing conditions and limitations.

SD/-

Anuj Bajpai
Resolution Professional for Ainwasha Engineering & Projects Limited
Registration No. IBBI/IPA/IP-P00311/2017-18/10575
708, Raheja Centre, Nariman Point, Mumbai – 400 021
Tel: 022 –66107434; Cell: 9920061236
Email: cirpainwasha@gmail.com , anuj19603@yahoo.co.in

Place: Mumbai
Date: 27th April 2021

Attachments: Annexure – A to G

“ANNEXURE – A”**Eligibility criteria of resolution applicants under section 25(2)(h) of the Insolvency and Bankruptcy Code, 2016**

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

1. Prospective Resolution Applicant

1.1. A prospective resolution applicant may include any individual (resident of India, foreign national, non-resident Indian or a person of Indian origin, as defined under Foreign Exchange Management Act, 1999 and any related amendments thereto), trust, co-operative society, private limited company, public limited company, sole proprietary firm or a partnership firm, whether registered in India or outside India, which is eligible to invest in India under the laws of India.

1.2. A prospective resolution applicant can be a strategic investor (“SI”) and / or a financial investor (“FI”). An SI may include corporates having experience in similar sectors whether domestic experience or global experience or both. An FI may include Private Equity Funds, Venture Capital Funds, Investment Funds, Non-banking Finance Companies, Asset Reconstruction Companies, Banks, Foreign Investment Institutions etc.

2. Technical Capacity

2.1. A prospective resolution applicant, directly or through an affiliate / group company, should have a minimum experience of 3 years as on 31st March, 2020 of managing and running an engineering project with a minimum average annual turnover of Rs. 30 crores.

2.2. In case where the prospective resolution applicant does not have experience in running an engineering project, such a prospective resolution applicant shall be required to either (A) enter into a tie-up (joint venture / consortium) with a technical partner who meets the above mentioned technical criteria (having a minimum equity shareholding of 20% in such joint venture / consortium) or (B) engage an operations and management (O&M) contractor who meets the technical criteria as specified in (2.1) above, for a period of at least three (3) years.

3. Financial Capacity

3.1. Financial Capacity of a SI being an individual, Sole Proprietor, partnership firm, private / public limited company, limited liability partnerships, body corporate whether incorporated in India or outside India:

Minimum Consolidated Tangible Net Worth* of INR 30 Crores or more as of 31st March 2020 or based on the latest audited financial statements of the entity and as certified by a Chartered Accountant.

* Net Worth shall be computed as per Companies Act, 2013

3.2. Financial Capacity of FI including but not limited to Private Equity Funds, Venture Capital Funds, Investment Funds, Non-banking Finance Companies, Asset Reconstruction Companies, Banks, Foreign Investment Institutions etc:

3.2.1. Minimum Asset Under Management (“AUM”) of INR 30 Crores as of 31st March 2020 or latest available and in any case, not prior to 31st March 2019;

3.2.2. Committed funds available for investment/deployment in Indian companies or Indian assets of INR 30 Crores or more as of 31st March 2020 or latest available and in any case, not prior to 31st March 2019; or

3.2.3. Consolidated Tangible Net Worth* of INR 30 Crores or more as of 31st March 2020 or latest available and in any case, not prior to 31st March, 2019.

** Net Worth shall be computed as per financial reporting laws applicable to FI*

4. Eligibility Criteria as Per Section 29A

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.

“ANNEXURE – B”**FORMAT OF EXPRESSION OF INTEREST (EOI)**

To

Mr. Anuj Bajpai

Resolution Professional for Ainwasha Engineering & Projects Limited

Headway Resolution & Insolvency Services Pvt Ltd

708, Raheja Centre, Nariman Point,

Mumbai – 400021, Maharashtra, India

Subject: Expression of Interest (EOI) for Ainwasha Engineering & Projects Limited (AEPL)

Dear Sir,

In response to the advertisement published on 20th April 2021 ("Advertisement") inviting EOI for submission of Resolution Plans 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 Ainwasha Engineering & Projects Limited as was uploaded on www.headwayip.com and <https://ainweshagroup.com/> meet the necessary thresholds mentioned therein and submit our EOI for submission of a Resolution Plan for the Corporate Debtor.

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].

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:

The Resolution Professional ("RP") may, on the directions of the Committee of Creditors ("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;

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;

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.

The RP reserves the right to request for additional information or clarification, as it deems fit, from us for the purposes of the EOI;

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;

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;

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

Information Memorandum will be provided to the qualified and shortlisted Resolution Applicants as per the provisions of Code;

If we are shortlisted, we will submit the Resolution Plan complying the provisions of the Insolvency & Bankruptcy Code, 2016 within the timelines laid down;

We have attached the supporting documents required to be submitted with EOI as published on www.headwayip.com.

Thanking you.

Yours truly.

On behalf of the firm/company/organization:

Signature:

Name of signatory:

Designation:

Company Seal/stamp

Place:

Date:

Enclosures: Annexures

“ANNEXURE – C”**SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED WITH EOI**

1. Profile of Resolution Applicant
2. **Legal Documents:** Copies of Certificate of Registration / Incorporation and Constitutional Documents (Memorandum and Articles of Association, etc.) of Resolution Applicant and information / details required as per Regulation 38 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
3. **For Turnover / Net-worth:** Certified true copies of Audited financial statements of immediately preceding 3 (three) years of RA and / or its promoter / promoter group or any other group company as per eligibility criteria and CA Certificate regarding net worth of the RA.
4. **For Technical Capacity:** Attested Copies of documents pertaining to LOI, Work Order, Agreement, Letter of award of Tender / Contract, or any other suitable documents regarding proof of eligibility Clause 2 (2.1 & 2.2) as mentioned in the above-mentioned Eligibility Criteria (Annexure-A).
5. 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.
6. Any other documents / information which Potential Resolution Applicant finds necessary to share or as may be notified by the RP from time to time.

“ANNEXURE – ‘D’**DETAILS OF THE POTENTIAL RESOLUTION APPLICANT****1. Name and address:**

Name:

Address (with proof):

Telephone No.:

Fax

No.:

Email:

2. Name and address (with proof) of the Firm / Company / Organization:**3. Date of establishment of Resolution Applicant / Promoter Group and copies of documents:****4. Core area of expertise of Resolution Applicant:****5. Contact****Person:** Name:

Designation:

Telephone No:

Mobile No.:

Email:

6. PAN No. and / or CIN No. and / or Aadhaar No. or equivalent details of Resolution Applicant and copies of documents:**7. Company / FI Profile:****(i) Company Financial Profile (consolidated / standalone as applicable):**

(Note: The Company profile should necessarily include tangible net worth and revenue numbers of the preceding three years. Where the entity submitting the EOI is a financial investor / fund entity, please provide details pertaining to “assets under management” and / or “committed funds” for the preceding three years or the committed funds available as on ___ 2020 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)

“ANNEXURE – ‘E’**CONFIDENTIALITY UNDERTAKING****(To be executed on stamp paper)****To****Mr. Anuj Bajpai****Resolution Professional for Ainwasha Engineering & Projects Limited**

Headway Resolution & Insolvency Services Pvt Ltd

708, Raheja Centre, Nariman Point,

Mumbai – 400021, Maharashtra, India

Dear Sir,

SUBJECT: UNDERTAKING UNDER SECTION 29 OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016 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 Ainwasha Engineering & Projects Limited (AEPL or Corporate Debtor) (Corporate Debtor) as per the provisions of Insolvency and Bankruptcy Code 2016 (IBC), by an Order dated 25th January 2021 of Hon’ble National Company Law Tribunal (“NCLT”), Ahmedabad Bench and appointed Mr. Sachin Bhattbhatt having IBBI Registration number IBBI/IPA-003/IP-N000138/2017- 2018/11514 as Interim Resolution Professional (“IRP”) for supervising the CIRP of AEPL. Further, the Hon’ble NCLT vide its order dated 20th April 2021 as appointed Mr. Anuj Bajpai having IBBI Registration number IBBI/IPA-001/IP-P00311/2017-18/10575 as the Resolution Professional (“RP”). On passing of the above referred order, the Board of Directors of AEPL, has been suspended and the powers of its board of directors now vest with Mr. Anuj Bajpai, Resolution professional (RP) of AEPL.
2. It is the duty of the Resolution Professional under the IBC to prepare an information memorandum (IM) of the corporate debtor 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 AEPL and other relevant Information / additional information in physical and electronic form, relating to AEPL that may be necessary to submit a resolution plan

for AEPL by us, either directly or through our affiliates (Transaction). We note, understand and acknowledge that:

- (i) You have prepared IM of AEPL 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 AEPL 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 AEPL.
 - (iv) Other additional information relating to AEPL 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:
 - i 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.
 - ii To comply with the requirement under Section 29(2) of IBC

- iii In terms of Section 29(2) of the IBC, to
 - a) Comply with provisions of law for time being in force relating to confidentiality and insider trading.
 - b) Protect any intellectual property and confidential information of AEPL and its subsidiary company(s) we may have access to; and (mentioned in the Confidential Information).
 - c) Not to share this information/relevant information with any third party unless clauses (i) and (ii) above are complied with.
 - iv. 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 AEPL through investment of significant time, effort and expense, and that the Confidential Information is valuable, special and unique asset of AEPL, which provides AEPL 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 AEPL 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 AEPL or the committee of creditors rejecting our bid or the Hon'ble 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 AEPL or CoC shall be entitled to pursue all available remedies including legal recourse (both, by way of damages or specific relief) to safeguard its interest under undertaking of confidentiality.

We accept and agree above terms.

On behalf of the firm/company/organization:

Signature:

Name of signatory:

Designation:

Company Seal/stamp

Place:

Date:

“ANNEXURE – ‘F’

DECLARATION AND UNDERTAKING

(To be notarised on stamp paper)

In the matter of Corporate Insolvency Resolution Process of Ainwasha Engineering & Projects 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 the expression of interest [name of the resolution applicant] is submitting is unconditional. That [name of the resolution applicant] meet the eligibility criteria specified by the committee under clause (h) of sub-section (2) of section 25. That [name of the resolution applicant] have submitted relevant records in evidence of meeting the eligibility criteria.
3. 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 Ainwasha Engineering & Projects Limited. under the provisions of the Insolvency and Bankruptcy Code, 2016.
4. That **[name of resolution applicant]** has not been rendered ineligible under the provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016. That relevant information and records will be submitted as and when required by the Resolution Professional to enable an assessment of my eligibility. 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 Ainwasha Engineering & Projects Limited.
5. That [name of the resolution applicant] shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process;
6. That every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render [name of the resolution applicant] ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code;
7. 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] 2021, that the content of the above affidavit is true and correct to my personal knowledge, nothing is false in it and no material facts have been concealed therefrom.

Deponent

“ANNEXURE – ‘G’**AINWESHA ENGINEERING & PROJECTS LIMITED****FORM G - INVITATION FOR EXPRESSION OF INTEREST**(Under Regulation 36A (1) of the Insolvency and Bankruptcy
(Insolvency Resolution Process for Corporate Persons) Regulations, 2016)

RELEVANT PARTICULARS		
1	Name of the Corporate Debtor	Ainwasha Engineering & Projects Limited
2	Date of incorporation of Corporate Debtor	20/05/1998
3	Authority under which Corporate Debtor is incorporated / registered	ROC Ahmedabad
4	Corporate Identity Number / Limited Liability Identification Number of Corporate Debtor	U29199GJ1998PLC034128
5	Address of the Registered Office and Principal Office (if any) of Corporate Debtor	“Anwasha House”, Senate Square, A-Tower, Vuda Road, Gotri, Vadodara – 390021, GUJARAT.
6	Insolvency Commencement Date of the Corporate Debtor	25/01/2021 (Order Uploaded On 28/01/2021)
7	Date of Invitation of Expression of Interest	20 th April, 2021
8	Eligibility for Resolution Applicants under section 25(2)(h) of the Code is available at:	Details can be obtained by Sending email at: cirp.anwasha@gmail.com
9	Norms of ineligibility applicable under section 29A are available at:	Available at the website of IBBI (www.ibbi.gov.in/legal-framework/act) or can be sought by sending an email to cirp.anwasha@gmail.com
10	Last date for receipt of Expression of Interest	07/05/2021
11	Date of Issue of Provisional list of Prospective Resolution Applicants	15/05/2021
12	Last date for submission of objections to provisional list	19/05/2021
13	Date of issue of final list of prospective resolution applicants	21/05/2021
14	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	19/05/2021
15	Manner of obtaining request for resolution plan, evaluation matrix, information memorandum and further information	Resolution Professional will share on email only with the qualified and shortlisted Prospective Resolution Applicants meeting eligibility criteria as set out by the Committee of Creditors after receiving confidentiality Undertaking as per section 29(2) of the IBC.
16	Last date for submission of resolution plans	21/06/2021
17	Manner of submitting resolution plans to resolution professional	Resolution Plan shall be submitted in a sealed cover at the following address :- Sachin Dinkar Bhattbhatt, Interim Resolution Professional in matter of Ainwasha Engineering & Projects Limited, A-103, Yogiraj Villa 2, Kunal Cross Road, B/H Iscon Heights, Gotri-Laxmipura Road, Gotri, Vadodara 390 023, Gujarat. The Resolution Plan may also be submitted electronically at the following e-mail ID:- cirp.anwasha@gmail.com
18	Estimated date for submission of resolution plan to the Adjudicating Authority for approval	21/07/2021
19	Name and registration number of the resolution professional	Mr. Sachin Dinkar Bhattbhatt Registration No.: IBBI/IPA-003/IP-N000138/2017-2018/11514
20	Name, Address and e-mail of the resolution professional, as registered with the Board	Mr. Sachin Dinkar Bhattbhatt, A-103, Yogiraj Villa 2, Kunal Cross Road, B/H Iscon Heights, Gotri-Laxmipura Road, Gotri, Vadodara 390 023, Gujarat. Email - sachin.bhattbhatt@gmail.com
21	Address and email to be used for correspondence with the resolution professional	Mr. Sachin Dinkar Bhattbhatt,

		A-103, Yogiraj Villa 2, Kunal Cross Road, B/H Iscon Heights, Gotri-Laxmipura Road, Gotri, Vadodara 390 023, Gujarat. Email – cirp.anwasha@gmail.com
22	Further Details are available at or with	Mr. Sachin Dinkar Bhattbhatt, A-103, Yogiraj Villa 2, Kunal Cross Road, B/H Iscon Heights, Gotri-Laxmipura Road, Gotri, Vadodara 390 023, Gujarat. Email – cirp.anwasha@gmail.com
23	Date of publication of Form G	20/04/2021

Date: 20th April 2021
Place - Vadodara

Mr. Sachin Dinkar Bhattbhatt
IBBI/IPA-003/IP-N000138/2017- 2018/11514
Interim Resolution Professional for
Ainwasha Engineering & Projects Limited
A-103, Yogiraj Villa 2, Kunal Cross Road, B/H Iscon Heights
Gotri-Laxmipura Road, Gotri, Vadodara 390 023, Gujarat