

# **TECHINDIA NIRMAN LIMITED**

## **Invitation of Expression of Interest for Submission of Resolution Plan**

**Dated: 23<sup>rd</sup> February, 2025**

**Invited by:**

**Mr. Vallabh Narayandas Sawana**

**Resolution Professional**

**IBBI Registration: IBBI/IPA-001/IP-P-02652/2022-2023/14114**

Building No. 11, Flat No. 505, Regency Sarvam, Ganesh Mandir Road,  
Titwala (EAST), Kalyan, District -Thane-421605

Cell: +91 79000 44051

Email: [cirp.techindia@gmail.com](mailto:cirp.techindia@gmail.com)

[Issued by the Resolution Professional of Techindia Nirman Limited, in  
consultation with the CoC and pursuant to the approval of the CoC]

## **DISCLAIMER**

This Invitation for Expression of Interest (EOI) to submit Resolution Plan(s) (hereinafter referred as Invitation) is issued by Vallabh Narayandas Sawana, Insolvency Professional, having registration no: IBBI/IPA-001/IP-P-02652/2022-2023/14114, appointed as the Resolution Professional (hereinafter referred to as RP) of Techindia Nirman Limited (Corporate Debtor), acting on the instructions of Committee of Creditors (CoC) of the Corporate Debtor, for general information purposes only, without regard to any specific objectives, suitability, financial situations and needs of any particular person. This document does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or as a prospectus, offering circular or offering memorandum or an offer to sell or issue or the solicitation of an offer to buy or acquire securities or assets of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. No part of this Invitation, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever. Nothing in this document is intended by the RP to be construed as legal, accounting, financial, regulatory or tax advice. It is hereby clarified that if any resolution plan (or the terms thereof) which is received by the RP is not pursuant to or in accordance with the provisions of this invitation and/or such plan is not in accordance with the terms and conditions set out in this invitation, then such resolution plan may not be considered eligible for evaluation by the CoC. By accepting this invitation, the recipient acknowledges and agrees to the terms set out in this invitation. This document is personal and specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India.

This document is neither an agreement nor an offer by the RP or the members of CoC to the resolution applicant(s) or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in submission of Expression of Interest to submit the resolution plan with respect to the Corporate Debtor.

Recipients of the data / information are suggested to exercise their own judgment and verify facts and information before taking any decision without any recourse to the RP or any of the professionals engaged by the RP. The RP is not in a position to evaluate the reliability or

completeness of the information obtained. Accordingly, the RP cannot express opinion or any other form of assurance on the historical or prospective financial statements, management representations or other data of the Corporate Debtor included in or underlying the accompanying information.

No statement, fact, information (whether current or historical) or opinion contained herein or as part of the inviting and accepting Expression of Interest should be construed as a representation or warranty, express or implied, of the RP or the Corporate Debtor or the members of CoC (or their advisors); and none of the RP, Corporate Debtor, the members of the CoC (including their advisors) or any other persons/entities shall be held liable for the authenticity, correctness or completeness of any such statements, facts or opinions and any such liability is expressly disclaimed. This document has not been approved and will or may not be filed, registered or reviewed or approved by any statutory or regulatory authority in India. This document may not be all inclusive and may not contain all of the information that the recipient may consider material. The recipient acknowledges that it will be solely responsible for its own assessment of the market and the market position of the Corporate Debtor and that it will conduct its own analysis and be solely responsible for forming its own view of the potential future performance of the business of the Corporate Debtor.

The recipient must not use any information disclosed to it as part of this Invitation or otherwise to cause an undue gain or undue loss to itself or any other person. The recipient must comply with its confidentiality obligations as outlined here and insider trading laws, if applicable, and agrees to protect all intellectual property of the Corporate Debtor, whether registered or otherwise, it may have access to and will not share or disclose any confidential information with third parties.

By accepting this document, the recipient accepts the terms of this disclaimer notice, which forms an integral part of this document and the terms of this document. Further, no person shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document, the documents/information provided otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this document and as stated above and any assessment, assumption, statement or information contained therein or deemed to form part of this document, and the RP, the Corporate

Debtor, members of CoC and their advisors, affiliates, directors, employees, agents and other representatives do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is expressly disclaimed.

The issue of this document does not imply that the RP or the members of CoC are bound to select an applicant as a successful/shortlisted prospective resolution applicant post submission of Expression of Interest. This document is neither assignable nor transferable by a resolution applicant. Each applicant shall bear all its costs associated with or relating to the preparation and submission of its Expression of Interest, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by RP or CoC or any other costs incurred in connection with or relating to its Expression of Interest.

This document and information contained herein or disclosed pursuant to the terms of this document or any part of such information do not constitute or purport to constitute any advice or information in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed or published by the recipient without prior written approval from the RP.

# INVITATION FOR EXPRESSION OF INTEREST TO SUBMIT RESOLUTION PLAN FOR TECHINDIA NIRMAN LIMITED

## 1. BACKGROUND:

The Corporate Insolvency Resolution Process (“**CIRP**”) of TECHINDIA NIRMAN LIMITED (**Corporate Debtor / CD / TNL / Company**) was initiated by Agri-Tech (India) Limited, an application filed under Section 7 of the Insolvency & Bankruptcy Code, 2016 (“**Code**”) before the Hon’ble National Company Law Tribunal, Mumbai Bench, (“**NCLT**”). The application was admitted by the Hon’ble NCLT vide its Order dated 2<sup>nd</sup> January, 2025, copy of the order was received on 7<sup>th</sup> January, 2025 from the Hon’ble NCLT. (“**CIRP Order**”), appointing Mr. Vallabh Narayandas Sawana having IBBI Registration IBBI/IPA-001/IP-P-02652/2022-2023/14114 as the Interim Resolution Professional (IRP).

Pursuant to the said order, the Board of Directors of the Company which has been suspended w.e.f. 2<sup>nd</sup> January, 2025 and the functions of the Board of Directors have been vested with the IRP as per Section 17(1)(b) of IBC.

CoC in its 1<sup>st</sup> meeting held on 30<sup>th</sup> January, 2025, has confirmed the appointment of Mr. Vallabh Narayandas Sawana as the Resolution Professional (RP) for the company. Further, CoC in its 2<sup>nd</sup> CoC meeting held on 22<sup>nd</sup> February, 2025 has authorized the RP to publish an advertisement seeking Expression of Interest from the prospective resolution applicants to put forward their Resolution Plans. Accordingly, the RP has published an advertisement to invite expression of interests (“**EOI**”) on 23<sup>rd</sup> February, 2025 in various newspapers and also put up the EOI process document on <https://techindianirman.com/> pursuant to which the RP invited EOI from prospective resolution applicants with last date fixed as 10<sup>th</sup> March, 2025.

### **Brief Background of the Company**

M/s Techindia Nirman Limited, a company registered under the provisions of the Companies act 1956, having its registered office at Nath House, Nath Road, Chh Sambhaji Nagar.

M/s Techindia Nirman Limited was incorporated as a seed company in the year 1980 and was erstwhile known as M/s Nath Seeds Limited. But during the year 2014 the company changed its name to Techindia Nirman Limited and also changed its main objects into the business of real estate and infrastructure development.

M/s Techindia Nirman Limited is registered with Bombay Stock Exchange (BSE) since 23.09.1994 and with National Stock Exchange (NSE) since 08.11.2011.

The company has Authorised Share Capital of corporate debtor Rs. 26,00,00,000 and Issued & Paid-up Share Capital of Rs. 15,10,60,000. The registered office of the company is situated at Nath House, Nath Road, Aurangabad, Aurangabad, Maharashtra, India, 431005 which is rented by the company. There are 2 employees in the company (1 CFO and 1 whole time CS).

Techindia Nirman Limited was planning to go into the activity of infrastructure but didn't undertake any projects. As of today, there are no operations in the CD. The Company has agricultural and nonagricultural lands which are located at Village Balanagar, Village Shahpur Wahegaon and Village Wadala at Tq Paithan, Chatrapati Sambhaji Nagar. As per the latest audited financials of FY 2024, the CD has not earned any revenue in the corporate debtor.

## **2. PROCESS STAGES**

### **1<sup>st</sup> Stage -**

- Submission of EOI by Prospective RA along with a non-interest-bearing refundable participation fee of Rs. 50,00,000/- (Rupees Fifty Lacs only).
- Short listing of eligible RAs

### **2<sup>nd</sup> Stage –**

- Confirmation to shortlisted Resolution Applicants (RAs) by RP.
- Signing of confidentiality undertaking by the shortlisted RAs as provided by the RP.
- After signing of the confidentiality undertaking, the shortlisted RAs, will be provided with
  - Information Memorandum prepared as per provisions of the IBC
  - Access to the data-room 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 / via email at below mentioned address through speed post / registered post or by hand delivery by 10<sup>th</sup> March, 2025. The sealed envelope should be superscribed as **“Expression of Interest for TECHINDIA NIRMAN LIMITED”** in the name of Vallabh Narayandas Sawana, Resolution Professional for TECHINDIA NIRMAN LIMITED, Building No. 11, Flat No. 505, Regency Sarvam, Ganesh Mandir Road, Titwala (EAST), Kalyan, District -Thane-421605. A soft copy of EOI along with the annexures stated above also is required to be mailed to cirp.techindia@gmail.com.

EOI Applicant is required to deposit a refundable process participation fee (non-interest bearing) of **Rs. 50,00,000/- (Rupees Fifty Lacs only)** along with the EOI application. The deposit of **Rs. 50,00,000/- (Rupees Fifty Lacs only)** will be refunded in the event the EOI Applicant decides to withdraw from the process via email. In the event the EOI Applicant decides to submit a Resolution Plan, the refundable deposit will be adjusted with the EMD / bid submission bond guarantee amount as stipulated in the RFRP.

The fees may be paid through Demand Draft / NEFT / RTGS payable at Aurangabad. The Bank details is as under:

Account – TECHINDIA NIRMAN LIMITED

Bank Name – Axis Bank Limited

Branch Name – Sakar Bldg, Adalat Road, Kranti Chowk, Ch. Sambhaji Nagar

Account Number - 921020001260377

IFSC – UTIB000165

MICR Code :431211003



### 3. LAST DATE OF SUBMISSION OF EOI:

- (i) The last date for submission of EOI is 10<sup>th</sup> March, 2025. In case the designated day happens to be a holiday in Mumbai, 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. Provisional list will be informed on or before 20<sup>th</sup> March, 2025 about the same.
- (iii) 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.
- (iv) 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 –G”** hereto.
- (v) For any clarifications, please write to: cirp.techindia@gmail.com.

### 4. NOTES AND OTHER TERMS AND CONDITIONS:

- (i) 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.
- (ii) Amendments / Clarifications / Information regarding extension, if any, of time for submission of EOI shall be uploaded on [www.headwayip.com](http://www.headwayip.com) (RP website). All interested parties should visit at [www.headwayip.com](http://www.headwayip.com) to keep themselves updated regarding the same.

- (iii) No agreements with RP or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the RP or any member of the COC or verbal communication by them shall affect or modify any terms of this EOI.
- (v) No claims against the RP 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.
- (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 evaluation matrix and has fully informed itself as to all existing conditions and limitations.

Vallabh Narayandas Sawana –

Resolution Professional

IBBI/IPA-001/IP-P-02652/2022-2023/14114

AFA valid till 30<sup>th</sup> June, 2026

TECHINDIA NIRMAN LIMITED

Place: Mumbai

Date: 23<sup>rd</sup> February, 2025

Attachments: Annexure – A to H

**“ANNEXURE – A”**  
**ELIGIBILITY CRITERIA**

The eligibility criteria for submission of resolution plan for TECHINDIA NIRMAN 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) 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

**Financial Capacity Eligibility Criteria:**

**A. For private / public limited company, LLP, Body corporate whether incorporated in India or outside India or a consortium thereof:**

- i. Minimum Tangible Net Worth for a prospective resolution applicant should be at-least Rs. 25,00,00,000/- (Rupees Twenty-Five Crore Only) respectively.
- ii. Net worth is defined as per section 2(57) of Companies Act 2013.

**B. For Financial Investor (FI) / Mutual Funds / Private Equity/ Venture Capital Funds/ Domestic/ Foreign Investment Institutions/ Non-Banking Finance Companies (NBFC) / Asset Reconstruction Companies/Banks and similar entities**

- i. Minimum Asset under management of at least Rs. 100,00,00,000/- (Rupees Hundred Crores Only) in immediately preceding FY; Or
- ii. Minimum Committed funds available for investment in Indian companies of at least Rs. 50,00,00,000/- (Rupees Fifty Crores Only).
- iii. FI shall have the same definition as defined under Section 45 I (c) of RBI Act and NBFC here means the NBFC as defined under Section 45 I (f) of RBI Act.

**C. For Individuals and Group of Individuals**

- i. Minimum Tangible Net Worth for a prospective resolution applicant should be at least Rs.

15,00,00,000/- (Rupees Fifteen crores Only).

- ii. Net worth calculation to be considered at cost and not at revaluation

**D.** For any combination of A, B & C as stated above, the maximum threshold of the eligibility criteria will be considered as per the type of the prospective resolution applicant.

## **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.

**“ANNEXURE – B”**

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

To

Mr. Vallabh Narayandas Sawana

IBBI/IPA-001/IP-P-02652/2022-2023/14114

Resolution Professional for TECHINDIA NIRMAN LIMITED

Building No. 11, Flat No. 505, Regency Sarvam, Ganesh Mandir Road,

Titwala (EAST), Kalyan, District -Thane-421605

Email: - [cirp.techindia@gmail.com](mailto:cirp.techindia@gmail.com)

**Subject: Expression of Interest (EOI) for TECHINDIA NIRMAN LIMITED**

Dear Sir,

In response to the advertisement published on 23<sup>rd</sup> February, 2025 ("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 TECHINDIA NIRMAN LIMITED and meet the necessary thresholds mentioned therein and submit our unconditional 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;

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.
3. **For Turnover / Net-worth:** Certified true copies of Audited financial statements of immediately preceding 3 (three) years of RA from FY2024 onwards and / or its promoter / promoter group or any other group company as per eligibility criteria. CA certified Net worth Certificate as on March 2024 for Individuals/Proprietorship/Partnership Firms.
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.

**“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 per audited financial statements of FY2024 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 Rs. 500 stamp paper along with notarised)**

To

Mr. Vallabh Narayandas Sawana

IBBI/IPA-001/IP-P-02652/2022-2023/14114

Resolution Professional for TECHINDIA NIRMAN LIMITED

Building No. 11, Flat No. 505, Regency Sarvam, Ganesh Mandir Road,

Titwala (EAST), Kalyan, District -Thane-421605

Email: - [cirp.techindia@gmail.com](mailto:cirp.techindia@gmail.com)

Dear Sir,

**SUBJECT: UNDERTAKING UNDER SECTION 29 OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016 READ WITH THE INSOLVENCY AND BANKRUPTCY CODE (AMENDMENT) ORDINANCE, 2018 (COLLECTIVELY, REFERRED TO AS “IBC”) AND REGULATION 36(4) OF THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS) REGULATIONS, 2016 (“CIRP REGULATIONS”) TO MAINTAIN CONFIDENTIALITY**

I/We understand that:

1. Corporate Insolvency Resolution Process (CIRP) has been initiated for TECHINDIA NIRMAN LIMITED. (Corporate Debtor) as per the provisions of Insolvency and Bankruptcy Code 2016 (IBC) by an Order of National Company Law Tribunal (NCLT) Mumbai Bench appointing Mr. Vallabh Narayandas Sawana as the Interim Resolution Professional (IRP) of TECHINDIA NIRMAN LIMITED.
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 TECHINDIA NIRMAN LIMITED and other relevant Information / additional information in physical and electronic form, relating to TECHINDIA NIRMAN LIMITED that may be necessary to submit a resolution plan for TECHINDIA NIRMAN LIMITED by us, either directly or through our affiliates (Transaction). We note, understand and acknowledge that:
  - (i) You have prepared IM of TECHINDIA NIRMAN LIMITED 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 TECHINDIA NIRMAN LIMITED 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 TECHINDIA NIRMAN LIMITED;

- (iv) Other additional information relating to TECHINDIA NIRMAN LIMITED 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 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 TECHINDIA NIRMAN LIMITED through investment of significant time, effort and expense, and that the Confidential Information is valuable, special and unique asset of TECHINDIA NIRMAN LIMITED, which provides TECHINDIA NIRMAN LIMITED 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 TECHINDIA NIRMAN LIMITED 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 TECHINDIA NIRMAN LIMITED 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 TECHINDIA NIRMAN LIMITED 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 UNDER SECTION 29A OF IBC**

**(To be executed on Rs. 500 stamp paper along with notarised)**

**In the matter of Corporate Insolvency Resolution Process of TECHINDIA NIRMAN 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. 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 TECHINDIA NIRMAN LIMITED under the provisions of IBC.
3. That [name of resolution applicant] has not been rendered ineligible under the provisions of Section 29A of the IBC.
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 TECHINDIA NIRMAN 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] 2025, 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’**

**AFFIDAVIT & UNDERTAKING**

**(To be executed on Rs. 500 stamp paper along with notarised)**

**In the matter of Corporate Insolvency Resolution Process of TECHINDIA NIRMAN LIMITED under the provisions of the Insolvency and Bankruptcy Code, 2016**

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 meet the criteria specified by the committee under clause (h) of sub-section (2) of section 25 and have provided relevant records in evidence of meeting the criteria.
2. That I shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process
3. That every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code;

**Deponent**

**Verification**

Verified at [Place] at this [Date] day of [Month] 2025, 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 – ‘H’****Information required for verification of eligibility as prescribed under  
Section 29A of Insolvency & Bankruptcy Code, 2016**

<b>Sr. No.</b>	<b>Information Required</b>	<b>Answers by Resolution Applicant</b>	<b>Documents attached in Support (Self-attested/ digitized copies over email)</b>
1.	Whether the resolution applicant or any of its connected persons is declared as undischarged insolvent under any law in India or in jurisdiction outside India.		
2.	Whether the resolution applicant or any of its connected persons is declared as willful defaulter(s) by RBI under Banking Regulations Act, 1949.		
3.	Whether any bank account(s) of the Resolution applicant or any of its connected persons has been classified as non-performing asset (NPA) under Banking Regulations Act, 1949, at least one year before the commencement of CIRP of the Corporate Debtor.		
4.	Whether the resolution applicant or any of its connected persons has been convicted for any offence punishable		

	with imprisonment of two years or more, under laws of India and /or any law in jurisdiction outside India.		
5.	Whether the resolution applicant (if an individual) or any of its connected persons is disqualified to act as a director under the Companies Act, 2013		
6.	Whether the resolution applicant or any of its connected persons, prohibited by SEBI from trading in securities or accessing the securities market		
7.	Whether the resolution applicant or any of its connected persons has executed any enforceable guarantee in favour of a creditor of a Corporate person against which CIRP is initiated under IBC, 2016 by such creditor		
8.	Whether the resolution applicant or any of its connected persons has been a promoter or in the management or control of a corporate debtor in which transactions under Section 43, 45, 50 and 66 has taken place and in respect of which an order has been made by the adjudicating authority under Insolvency and Bankruptcy Code, 2016 (IBC).		

<b>9.</b>	Details of Holding Company / Subsidiary Company/ Associate Company (If any) of Resolution Applicant.		
<b>10.</b>	Details of any other 'related party' or 'Connected person' of the resolution applicant as defined in Section 29A (j) of IBC.		