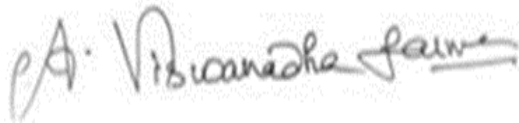


**DETAILED INVITATION TO SUBMIT EXPRESSION OF INTEREST
FOR UNIBERA DEVELOPERS PRIVATE LIMITED**

**(UNDERGOING CORPORATE INSOLVENCY RESOLUTION
PROCESS, UNDER THE INSOLVENCY & BANKRUPTCY
CODE, 2016)**

FOR UNIBERA DEVELOPERS PRIVATE LIMITED



**AYYAGARI VISWANADHA SARMA
RESOLUTION PROFESSIONAL
FOR UNIBERA DEVELOPERS PRIVATE LIMITED
REGN. NO.: IBBI/IPA-001/IP-P-01524/2018-2019/12396
AUTHORISATION FOR ASSIGNMENT No. – AA1/12396/02/171024/106113
(Valid till 17 October 2024)**

Registered Address:

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Deloitte India Insolvency Professionals LLP,
7th Floor, Building 10, Tower B,
DLF Cyber City, Phase II, Gurgaon, Haryana -122002
Account specific email: cirp.unibera@gmail.com

Date : 24 November 2023

Place: Greater Noida, Uttar Pradesh

DISCLAIMER

This Invitation for Expression of Interest to submit a Resolution Plan is issued by Mr. Ayyagari Viswanadha Sarma, Insolvency Professional, having Registration No: IBBI/IPA-001/IP-P-01524/2018-2019/12396, appointed as the Resolution Professional (RP) of Unibera Developers Private Limited (Corporate Debtor or CD), acting on the instructions of Committee of Creditors (CoC) of the Corporate Debtor for general information purposes only, without regard to any specific objective, 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 shall be construed as an advice or opinion (whether legal, financial, technical, or otherwise). It is 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 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 Resolution Professional 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 judgement 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 to the recipient of this Invitation 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 Resolution Professional or the Corporate Debtor or the members of CoC (or their advisors); and none of the Resolution Professional, Corporate Debtor, the members of the CoC (including their advisors) or any other person(s)/ entities shall be held liable for the authenticity, correctness or completeness of 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 Resolution Professional, 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 demonstration or presentation which may be required by Resolution Professional or CoC or any other cost 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 Resolution Professional.

A. Key Details of the Corporate Debtor:

1.	Name of the corporate debtor	Unibera Developers Private Limited
2.	Date of incorporation of corporate debtor	January 10 th , 2012
3.	Authority under which corporate debtor is incorporated / registered	Registrar of Companies, NCT of Delhi & Haryana
4.	Corporate identity number / limited liability identification number of corporate debtor	U70102DL2012PTC229805
5.	Address of the registered office (R/o) and principal office (if any) of corporate debtor	2 Jay House Bihari Park Devli Road Khanpur New Delhi West Delhi DI-110062 INDIA
6.	Address other than R/o where all or any books of account and papers are maintained	A-11a, Sector-58, Noida Gautam Budh Nagar, Uttar Pradesh-201301
7.	Business Description of Project Under CIRP	Rights for construction and development housing project named “Unibera Towers” comprising of 5 towers situated at GH-16F, Sector-01, Greater Noida West, Uttar Pradesh-201306
8.	Name of the real estate project under CIRP	Unibera Towers
9.	Location of Project	Plot No. GH-16F, Sector-01, Greater Noida West, Uttar Pradesh-201306
9.	Land Area	17970 sq. mtr. (As per RERA records) Unibera Developers Private Limited has development and construction rights of 6,72,000 sq. ft. of FSI in the above plot of land comprising of 5 towers.

B. CIRP Process

An application being *Mahi Buildhome Private Limited vs Unibera Developers Private Limited [CP(IB) No. 505/ND/2022]* was filed by Mahi Buildhome Private Limited under Section 9 of the Insolvency & Bankruptcy Code, 2016 (“Code” “IBC”) for initiation of Corporate Insolvency Process (“CIRP”) against Unibera Developers Private Limited (“Corporate Debtor”). Pursuant thereto, the Hon’ble National Company Law Tribunal, New Delhi Bench-II (“NCLT”) vide its order dated January 13th, 2023 (“Insolvency Commencement Date”), initiated CIRP of the Corporate Debtor and appointed Mr. Ashok Kumar Jalan as the Interim Resolution Professional (“IRP”).

Subsequently, vide an order dated March 16th, 2023, which was made available to the Resolution Professional on March 22nd, 2023, the Hon’ble NCLT replaced Mr. Ashok Kumar Jalan and appointed Mr. Ayyagari Viswanadha Sarma as the Resolution Professional of the Corporate Debtor (“RP”).

As per the provisions of the IBC and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ('CIRP Regulations'), potential resolution applicants are invited to submit expressions of interest for submission of resolution plan for the Corporate Debtor.

C. Process and timelines

1.	Insolvency commencement date of the corporate debtor	January 13th, 2023
2.	Date of invitation of expression of interest and issuance of Form G	November 24th 2023
3.	Last date for receipt of expression of Interest	December 09th 2023*
4.	Date of issue of provisional list of potential resolution applicants	December 14th 2023
5.	Last date for submission of objections to provisional list	December 19th 2023
6.	Date of issue of final list of potential resolution applicants	December 29th 2023
7.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to potential resolution applicants.	January 03rd 2024
8.	Last date for submission of resolution plans	February 02nd 2024
9.	Estimated date for submission of resolution plan to the Adjudicating Authority for approval	March 08th 2024

**The submission of expression of interest and the timelines for the same as mentioned above remain subject to extension of the timelines beyond the period of 330 days by the Hon'ble National Company Law Tribunal, New Delhi Bench-II, for completion of the CIRP of the Corporate Debtor under the Insolvency and Bankruptcy Code, 2016, and the accompanying Regulations thereunder.*

D. Eligibility criteria for resolution applicants under section 25(2)(h) of the Code

Section 25 (2)(h) of the Code provides that the Resolution Professional shall invite potential resolution applicants, who fulfil such criteria as may be laid down by him with the approval of committee of creditors, having regard to the complexity and scale of operations of the business of the Corporate Debtor and such other conditions as may be specified by the Board, to submit a resolution plan or plans.

In accordance with the above, the following eligibility criteria for potential resolution applicants has been stipulated with the approval of the Committee of Creditors of the Corporate Debtor.

1. 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") **10 Crores** 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.

2. 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 10 Crores** 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 10 Crores** in the immediately preceding completed financial year.

3. For consortium of potential resolution applicants:

- Consortium potential resolution applicants 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 Corporates/ any other potential resolution applicants, TNW/NOF of 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 potential 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.

4. Co-operative/ Society/ Association of Home Buyers

- Co-operative/ Society/ Association should be registered.

- Co-operative/Society/ Association should be formed by Home Buyers of incumbent unit holders / Allottees of Unibera Tower project exclusively.
- Qualification relating to net worth would not be applicable to such Co-operative/ Society/ Association.

5. **Other Conditions:**

- A refundable EoI Earnest Money Deposit of **INR 10 Lakhs** is to be provided by the prospective resolution applicant. The requirement of submission of refundable EoI Earnest Money Deposit of INR 10 Lakhs to be provided by the prospective resolution applicant, is waived for the category of ‘Co-operative/ Society/ Association of Home Buyers’
- 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
- Prospective resolution applicant must be eligible to submit a resolution plan as per the requirements of Insolvency and Bankruptcy Code, 2016 (“IBC”) and relevant rules and regulations, including under section 29A, and must provide an affidavit confirming the same
- No group company engaged in real estate project is under CIRP / liquidation in accordance with the provisions of IBC.

Only potential resolution applicants meeting the above eligibility criteria shall be considered eligible to submit resolution plans.

The eligibility criteria may be amended or changed at any stage at the discretion of CoC. The Resolution Professional / CoC reserve the right to cancel or modify the process and/or reject/disqualify any interested party / bid / offer at any stage of the CIRP without assigning any reason and without any liability whatsoever.

E. Submission of Refundable Deposit with Expression of Interest (EOI)

All potential resolution applicants (PRAs) shall be required to submit refundable deposit of **INR 10 Lakhs** (INR Ten Lakhs) as detailed below along with EOI.

All PRAs shall be required to provide refundable deposit through demand draft/RTGS/NEFT or Bank Guarantee. Refundable Deposit (if not in the form of BG) shall be paid through Demand Draft/RTGS/NEFT in favour of “Unibera Developers Private Limited” payable at Mumbai, Maharashtra. The details of the Bank Account are as follows: -

Name of Bank	: Yes Bank Limited
Name of Account Holder	: Unibera Developers Private Limited
Account Number	: 000181300007002
IFSC Code	: YESB0000001

Note: In case of entities with no domestic presence in India, i.e., overseas entities, mode of deposit shall only be through Bank Guarantee as stated below:

An unconditional and irrevocable Bank Guarantee from a bank should be issued in favour of “**Unibera Developers Private Limited**” Noida with validity period of six months from date of submission of BG, which will be extended for such additional time period as the CoC/RP may decide. There will also be a 30-day claim period subsequent to last date of BG, allowed for invocation of the BG. The BG must be from a scheduled commercial bank or a financial institution in India. The format of Bank Guarantee will be provided on request. The BG should be issued in Indian Rupees only.

Subject to clause (f) of Regulation 36A (7) of the CIRP Regulations (“an undertaking by the prospective resolution applicant that every information and records provided in Expression of Interest is true and correct and discover 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”) Refundable Deposit shall be refunded (without interest)/ the BG shall be returned within 30 days of the following:-

1. Rejection of EOI of such prospective resolution applicant (PRA) and/or non-inclusion of the PRA in the final list of eligible PRAs.
2. Withdrawal of PRA from the resolution plan process (where such withdrawal is notified to the RP in writing) before submission of resolution plan.
3. PRA failing to submit the resolution plan by the due date as specified by the RP for submission of Resolution Plan.
4. Submission of resolution plan by the PRA, provided the Refundable Deposit/BG is not adjusted against any deposit/guarantee provided/to be provided at the time of submission of the resolution plan.
5. The impact of any gain/loss on account of foreign exchange fluctuation, if any shall be borne by PRA without any recourse to RP/CD/CoC

E. Norms of ineligibility applicable under section 29A

As per Section 29A, of the Code, a person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person—

(a) is an undischarged insolvent;

(b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);

(c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan:

Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

Explanation I.- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date.

Explanation II.— For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code;

(d) has been convicted for any offence punishable with imprisonment –
(i) for two years or more under any Act specified under the Twelfth Schedule; or (ii) for seven years or more under any law for the time being in force:

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

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

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

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

- (f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- (g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:

Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

- (h) has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- (i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- (j) has a connected person not eligible under clauses (a) to (i).

Explanation I. — For the purposes of this clause, the expression "connected person" means—

- (i) any person who is the promoter or in the management or control of the resolution applicant; or
- (ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or (iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii):

Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:

Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date;]

Explanation II—For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely:—

- (a) a scheduled bank;
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);
- (d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
- (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;
- (f) such categories of persons as may be notified by the Central Government.

Note: The aforementioned ineligibility criteria is set out based on the Section 29A as applicable on the date of issuance of the invitation for expression of interest and are subject to changes pursuant to the amendments in the IBC and regulations thereunder from time to time. The potential resolution applicants are required to stay updated on the amendments to the IBC from time to time and any modifications to the ineligibility norms set out under Section 29A of IBC shall also apply to this invitation, without the requirement of any further communication to be issued to the potential resolution applicants.

F. Manner of obtaining request for resolution plans, evaluation matrix, information memorandum and further information

Information Memorandum, Evaluation Matrix, and Request For Resolution Plans can be obtained by writing to cirp.unibera@gmail.com, and will be provided via email / virtual data room, as per the provisions of the Code and the regulations framed thereunder, after a prospective resolution applicant has submitted an expression of interest as per this invitation and executed a Confidentiality Undertaking

in the format provided by the Resolution Professional under Annexure III. The format of the confidentiality undertaking can alternatively be obtained by writing to cirp.unibera@gmail.com, and is also available at <https://www.uniberatowerscirp.in/>

G. Manner of submitting Expression of Interest to the Resolution Professional

The expression of interest should be unconditional and submitted to the RP either in soft copy through email to cirp.unibera@gmail.com or in a hard copy in sealed envelope in the format attached as Annexure IV hereto along with the proof of refundable deposit of INR 10 lakhs and documents as specified under this section, through speed post/registered post or by hand delivery should be sent to Mr. Ayyagari Viswanadha Sarma, Resolution Professional for Unibera Developers Private Limited, having his office at - Deloitte India Insolvency Professionals LLP, 7th Floor, Building 10, Tower B, DLF Cyber City, Phase II, Gurugram, Haryana-122002, India by 6:00 PM on December 09th 2023. Expression of Interest, if submitted in soft copy through email, shall be sent before 11:59 PM on December 09th 2023. The expression of interest received beyond the date and time stipulated above shall be rejected and not considered further.

The expression of interest must be accompanied with the following documents. In case of consortium, these documents are required to be submitted by each member of the consortium.

- (a) an undertaking in the format set out as Annexure I, by the potential resolution applicants undertaking the following:
 - i. it meets the criteria specified by the committee of creditors under clause (h) of sub-section (2) of section 25 of the IBC;
 - ii. every information and records provided in connection with or in the expression of interest is true and correct and discovery of any false information or record at any time shall render the applicant ineligible to submit resolution plan, lead to forfeiture of any refundable deposit and attract penal action under the IBC;
 - iii. it shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process.

- (b) an undertaking in the format set out as Annexure II, by the potential resolution applicants undertaking the following:
 - i. it does not suffer from any ineligibility under section 29A of the IBC, to the extent applicable; and
 - ii. it shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process.

- (c) an undertaking in the format set out as Annexure III, by the potential resolution applicants undertaking the following:

- i. it shall maintain confidentiality of the information and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under sub-section (2) of section 29 of the IBC.

- (d) relevant records in evidence of meeting the criteria under the aforementioned point (a)(i);

- (e) relevant information and records to enable an assessment of ineligibility under the aforementioned point (b)(i);

- (f) Other evidence to establish the credentials of the potential resolution applicants including but not limited to financial statements for last 3 financial years, proof of address, copy of PAN card, company profile and details of KMP/Promoters/Board of Directors and rationale for bidding for the Corporate Debtor.

H. Address and email to be used for correspondence with the resolution professional

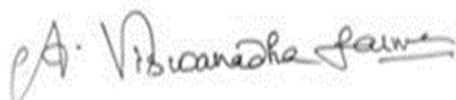
In case any prospective resolution applicant has any queries, they may reach out to the resolution professional at the below:

Correspondence Address:

Deloitte India Insolvency Professionals LLP,
7th Floor, Building 10, Tower B,
DLF Cyber City, Phase II, Gurugram, Haryana -122002

Email: cirp.unibera@gmail.com

This is not an offer document. Potential resolution applicants should regularly visit website <https://www.uniberatowerscirp.in/> to keep themselves updated regarding clarifications, amendments, or extensions of time, if any.



AYYAGIRI VISWANADHA SARMA
RESOLUTION PROFESSIONAL
UNIBERA DEVELOPERS PRIVATE LIMITED
IBBI REGN. NO.: IBBI/IPA-001/IP-P-01524/2018-2019/12396
AUTHORIZATION FOR ASSIGNMENT No.- AA1/12396/02/171024/106113
(Valid till 17 October 2024)
E-mail: ayya.vish@gmail.com

Communication Address:

Deloitte India Insolvency Professionals LLP,
7th Floor, Building 10, Tower B,

DLF Cyber City, Phase II, Gurugram, Haryana -122002

Please email your responses to cirp.unibera@gmail.com

ANNEXURE I
GENERAL UNDERTAKING BY PROSPECTIVE RESOLUTION APPLICANT

[on stamp paper of appropriate value]

This is in relation to the ongoing corporate insolvency resolution process of Unibera Developers Private Limited (“**Corporate Debtor**”) in terms of the Insolvency and Bankruptcy Code, 2016 (“**Code**”). In terms of Section 25(2)(h) of the Code and Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the resolution professional of the Corporate Debtor (“**RP**”) has issued an invitation for expression of interest dated November 24th, 2023 for inviting expressions of interest from potential resolution applicants (“**Invitation**”). One of the requirements of the Invitation is that the potential resolution applicants are required to submit the undertakings contained herein at the time of submission of the expression of interest.

In furtherance of the foregoing, I, [*name of the chairman/managing director/director/authorized person of resolution applicant*], son of [____], aged about [____] years, currently residing at [*Address to be inserted*] and having Aadhaar / Passport number [____], on behalf of [*name of the resolution applicant*] having registered office at [____] (“**Applicant**”, which term also includes any person acting jointly or in concert with the Applicant) [pursuant to authorization of the Board of the Applicant dated [____] (as enclosed herewith)]¹, do hereby undertake and confirm to the committee of creditors (“**CoC**”) of the Corporate Debtor and the RP as follows:

- (a) The Applicant meets the eligibility criteria specified in the Invitation of Expression of Interest and that it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate to the satisfaction of the RP and the CoC that the Applicant is eligible in terms of the eligibility criteria set out in the Invitation and is also eligible under the Code and the rules and regulations thereunder to submit an expression of interest in respect of the Corporate Debtor;
- (b) It shall provide relevant information and records to enable an assessment of ineligibility in terms of the Code and that it shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process; and
- (c) That every information and records provided in connection with or in the expression of interest is true and correct and discovery of any false information or record at any time shall render the Applicant ineligible to submit resolution plan for the Corporate Debtor, lead to forfeiture of any refundable deposit and attract penal action under the Code.

¹ To be retained only for body corporates

This undertaking shall be governed in accordance with the laws of India and the courts/tribunals at New Delhi shall have the exclusive jurisdiction over any dispute arising under this undertaking.

For the avoidance of doubt, it is clarified that this undertaking shall inure to the benefit of any RP appointed for the Corporate Debtor from time to time.

Signed on behalf of

[*Insert name of Potential Resolution Applicant*] by

Mr/Ms _____

(Name and Designation)

Authorised Signatory

ANNEXURE II

UNDERTAKING UNDER SECTION 29A

[on stamp paper of appropriate value]

I, *[name of the chairman/managing director/director/authorized person of resolution applicant]*, son of *[_____]*, aged about *[_____]* years, currently residing at *[Address to be inserted]* and having Aadhaar / Passport number *[_____]*, on behalf of *[name of the resolution applicant]* having registered office at *[_____]* (“**Applicant**”) pursuant to authorization of the Board of the Applicant dated *[_____]* (as enclosed herewith), do solemnly affirm and state to the committee of creditors (“**CoC**”) of Unibera Developers Private Limited (“**Corporate Debtor**”) and the Resolution Professional of the Corporate Debtor (appointed from time to time) (“**RP**”) as follows:

1. That I am duly authorized and competent to make and affirm the instant undertaking for and on behalf of the Applicant in terms of *[resolution of its board of directors/ power of attorney dated [_____]]*. I hereby unconditionally state, submit and confirm that the document is true, valid and genuine.
2. I hereby unconditionally state, submit and confirm that the Applicant is not disqualified from submitting an expression of interest in respect of the Corporate Debtor, pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016 (“**Code**”).
3. I hereby state, submit and declare that neither the (i) Applicant nor (ii) any person acting jointly or in concert with the Applicant nor (iii) any person who is a connected person (as defined under the provisions of the Code) of (a) the Applicant or (b) any person acting jointly or in concert with the Applicant):
 - (a) is an undischarged insolvent;
 - (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
 - (c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:
[Provided that nothing in this paragraph 3(c) applies to the Applicant since the Applicant is

a financial entity (as defined under Section 29A of the Code) and is not a related party to the Corporate Debtor]¹;

(d) has been convicted for any offence punishable with imprisonment –

- (i) for two years or more under any Act specified under the Twelfth Schedule; or (ii) for seven years or more under any law for the time being in force:

Provided that this paragraph 3(d) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I under Section 29A of the Code;

(e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013): Provided that this paragraph 3(e) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I under Section 29A of the Code;

(f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

(g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code: Provided that this paragraph 3(g) shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the Applicant pursuant to a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such Applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

(h) has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;

(i) is subject to any disability, corresponding to paragraphs (a) to (h), under any law in a jurisdiction outside India; or

(j) has a connected person (as defined under Section 29A of the Code) not eligible under paragraphs (a) to (i)

[For the purposes of this paragraph 3, nothing in clause (iii) of Explanation I under Section 29A of the Code applies to the Applicant given that the Applicant is a financial entity (as defined under Section 29A of the Code) and is not a related party of the Corporate Debtor]¹.

4. [That the Applicant is a financial entity (as defined under Section 29A of the Code) and is not a related party to the Corporate Debtor]²
5. That the Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code and the rules and regulations thereunder to submit an expression of interest and that it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate to the satisfaction of the RP and the CoC that the Applicant is eligible under the Code and the rules and regulations thereunder to submit an expression of interest in respect of the Corporate Debtor.
6. That the Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this undertaking.
7. That the Applicant understands that the CoC and the RP may evaluate the expression of interest to be submitted by the Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Applicant under this undertaking.
8. That the Applicant agrees that each member of the CoC and the RP are entitled to rely on the statements and affirmations made in this undertaking for the purposes of determining the eligibility and assessing, agreeing and approving the expression of interest submitted by the Applicant.
9. That in the event any of the above statements are found to be untrue or incorrect, then the Applicant unconditionally agrees that the same shall render the Applicant ineligible to submit resolution plan for the Corporate Debtor, apart from any other action under applicable law.
10. That the Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) or persons acting in concert or jointly with it, which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Corporate Debtor, after the submission of this undertaking.

¹ To be inserted in case Applicant is a 'Financial Entity' as defined under Section 29A of the Code. In that case, the Applicant is required to provide relevant records and registrations as per the requirements of definition of 'Financial Entity' under Section 29A of the Code, evidencing that the Applicant is a 'Financial Entity'.

² To be inserted in case Applicant is a 'Financial Entity' as defined under Section 29A of the Code. In that case, the Applicant is required to provide relevant records and registrations as per the requirements of definition of 'Financial Entity' under Section 29A of the Code, evidencing that the Applicant is a 'Financial Entity'.

11. That this undertaking shall be governed in accordance with the laws of India and the courts/tribunals at New Delhi shall have the exclusive jurisdiction over any dispute arising under this undertaking.
12. For the avoidance of doubt, it is clarified that this undertaking shall inure to the benefit of any RP appointed for the Corporate Debtor from time to time.

Signed on behalf of

[Insert name of Potential Resolution Applicant] by
Mr/Ms _____

(Name and Designation)

Authorised Signatory

ANNEXURE III
CONFIDENTIALITY UNDERTAKING

***[TO BE PRINTED ON THE STAMP PAPER OF APPROPRIATE AMOUNT AS PER THE STAMP ACT
APPLICABLE TO THE STATE OF EXECUTION.]***

CONFIDENTIALITY UNDERTAKING

This confidentiality undertaking has been signed on _____ day of _____, 2023 by _____ [Insert name of Potential Resolution Applicant], having its office at _____ acting through Mr./Ms. _____, the authorized signatory / authorized representative (“**Recipient**”, which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, insolvency professional, liquidator and assigns or legal representatives) in favour of Mr. **AYYAGARI VISWANADHA SARMA**, an Insolvency Professional having registration no. IBBI/IPA-001/IP-P-01524/2018-2019/12396 in his capacity as the Resolution Professional for the Corporate Debtor (as hereinafter defined).

WHEREAS Unibera Developers Private Limited, a company registered under Companies, Act, 1956 (hereafter referred as “**Corporate Debtor**”) is under corporate insolvency resolution process *vide* National Company Law Tribunal (“**NCLT**”) (New Delhi Bench) order dated January 13th, 2023 and Mr. Ashok Kumar Jalan having registration no. IBBI/IPA-001/IP-P00168/2017-18/10337 was appointed as the interim resolution professional (“**IRP**”, which term shall include its assigns, successors, authorised representative). Subsequently, vide an order dated March 16th, 2023, which was made available to the Resolution Professional on March 22nd, 2023, Hon’ble NCLT replaced Mr. Ashok Kumar Jalan and appointed Mr. Ayyagari Viswanadha Sarma having registration no. IBBI/IPA-001/IP-P-01524/2018-2019/12396 as the Resolution Professional (“**RP**”). (“**RP**”, which term shall include its assigns, successors, authorised representative and any resolution professional for the Corporate Debtor as appointed from time to time).

WHEREAS the RP is preparing to share with the Recipient some information including but not limited to the information memorandum (“**Information Memorandum**”) as per Section 29 of the Insolvency & Bankruptcy Code, 2016 (“**Code**”) and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (“**CIRP Regulations**”) in respect of the Corporate Debtor.

WHEREAS the RP is required to share the Information Memorandum after receiving an undertaking from recipient of information to the effect that such recipient 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 itself or any other person and comply with the requirements under Section 29(2) of the Code.

THEREFORE, the Recipient hereby unconditionally and irrevocably declares and undertakes as follows:

1. The Recipient undertakes and declares that it will not divulge any part or whole of any information of the Corporate Debtor including any information contained in the Information Memorandum, any other “relevant information” as defined under Explanation to section 29 of the Code, and any other information related to Corporate Debtor of which access is provided to the Recipient during the period of corporate insolvency resolution process of the Corporate Debtor, through oral or written communication or through any mode and same shall constitute “**Confidential Information**”. Additionally, any information or documents generated or derived by the Recipient that contains, reflects or is derived from any Confidential Information shall also be deemed as “**Confidential Information**”.

2. The Recipient further unconditionally and irrevocably undertakes and declares that:
 - a) the Confidential Information shall be kept confidential by the Recipient and shall be used solely in accordance with the terms of the Code;
 - b) the Recipient shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Corporate Debtor, the RP or any other person;
 - c) the Recipient shall comply with the requirements under sub-section (2) of section 29 of the Code, and other provisions of law for the time being in force relating to confidentiality and insider trading;
 - d) the Recipient shall protect any intellectual property of the Corporate Debtor which it may have access to;
 - e) the Recipient shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, theft or leakage;
 - f) the Recipient shall immediately destroy and permanently erase all Confidential Information upon the approval of a resolution plan by the 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 or required under the Code: provided, however, that the Recipient shall be permitted to retain copies of Confidential Information to the extent and duration for which it is strictly necessary to comply with applicable law or established document retention policies subject to (i) prior intimation to the RP and Corporate Debtor as to the information retained, applicable law or established document retention policy under which it is retained and duration of such retention, and (ii) such copies being held by Recipient and kept confidential as per the terms of this confidentiality undertaking and the Code;
 - g) the Recipient 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 Representative (as defined below) 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 or otherwise; and,
 - h) the Recipient shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any Representative).

3. The Recipient agrees, acknowledges, and undertakes that the Confidential Information may only be disclosed to and shared with any officers, directors, employees, existing shareholders/ investors, or advisors of the Recipient, or, upon prior intimation to the RP, with identified co-investors or lenders of the Recipient, (collectively, referred to as, “**Representatives**”), in accordance with applicable laws in relation to confidentiality and insider trading, the Code and the CIRP Regulations, and the 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 Recipient shall bind such Representatives by way of undertakings/ agreements, to terms at least as restrictive as those stated in this confidentiality undertaking.
4. Notwithstanding anything to the contrary contained herein, it is clarified that the obligation to maintain confidentiality of Confidential Information shall not apply to:
 - a) information which, at the time of disclosure to the Recipient was already in the public domain without violation of any provisions of applicable laws;
 - b) information which, after disclosure to the Recipient becomes publicly available without any breach of this confidentiality undertaking or violation of applicable laws;
 - c) information which was, lawfully and without any breach of this confidentiality undertaking, in the possession of the Recipient prior to its disclosure, as evidenced by the records of the Recipient;
 - d) information that is mandatorily required to be disclosed by the Recipient (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial, regulatory or administrative authority or the guidelines of the regulatory/administrative authority or the stock exchange.
5. The Recipient agrees that the RP makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Recipient. The Recipient further agrees that, the RP shall not be liable to the Recipient and/or the Representatives for any damage arising in any way out of the use of the Confidential Information and the Recipient and/or the Representatives shall not have any claim against the RP or the Corporate Debtor in relation to any information provided to the Recipient.
6. Nothing in this confidentiality undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or wilful default.
7. Damages may not be an adequate remedy for a breach of this confidentiality undertaking and the RP shall be entitled to the remedies of injunction, specific performance, other equitable relief for a threatened or actual breach of this confidentiality undertaking. The remedies herein provided shall be cumulative and not exclusive of any remedies provided by law.
8. The Recipient hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this confidentiality undertaking.

9. 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/tribunals at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.
10. This confidentiality undertaking shall become binding on the Recipient from the date hereinabove written.
11. The confidentiality undertaking shall be in addition to any other undertakings provided by the Recipient to the RP. For the avoidance of doubt, it is clarified that this confidentiality undertaking shall inure to the benefit of any RP appointed for the Corporate Debtor from time to time.

Signed on behalf of

[Insert name of Potential Resolution Applicant] by
Mr/Ms _____

(Name and Designation)
Authorised Signatory

ANNEXURE IV
EXPRESSION OF INTEREST

[On the letterhead of the entity submitting the expression of interest]

To

[Date]

Mr. Ayyagari Viswanadha Sarma
Deloitte India Insolvency Professionals LLP,
7th Floor, Building 10, Tower B,
DLF Cyber City, Phase II, Gurgaon, Haryana -122002

Subject: Submission of Expression of Interest (EOI) for Unibera Developers Private Limited.

Dear Sir,

This is with reference to your public advertisement in Financial Express (English)(all India edition) and Dainik Savera (Hindi)(Delhi-NCR) on 24th November 2023, inviting EOIs to submit the resolution plan for Unibera Developers Private Limited. We hereby submit our EOI.

We have attached the necessary information and supporting documents required to be submitted with EOI for your review and evaluation. We hereby confirm that the information provided by us in this EOI is true, correct and accurate to the best of our knowledge.

We understand that you reserve the right to seek any clarification or additional information or document from us and we shall promptly furnish such requirements upon your request. We further understand that you reserve the right to determine our eligibility for submission of the resolution plan for Unibera Developers Private Limited, and may reject the EOI submitted by us without assigning any reason whatsoever.

Thank you.

On behalf of: [insert name of the firm/company/organization]:

Signature:

Name of signatory:

Designation:

Company Seal/stamp

Place:

Date:

SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED WITH EOI

- Profile of Resolution Applicant;
- Legal Documents: Copies of Certificate of Registration / Incorporation and Constitutional Documents (Memorandum and Articles of Association / Bye laws of Cooperative / society / association of Home buyers), of Resolution Applicant;
- Copy of PAN, Aadhar card for individual.
- Address proof;
- For Net-worth: Certified true copies of Audited financial statements of immediately preceding 3 (three) years of PRA and / or its promoter / promoter group or any other group company as per eligibility criteria or CA certificate for Net worth as applicable; (not applicable for Co-operative / Society of Home Buyers)
- For Turnover: Certified true copies of Audited financial statements of immediately preceding 5 (five) years of PRA and / or its promoter / promoter group or any other group company as per eligibility criteria or CA certificate for turnover as applicable., (not applicable for Co-operative / Society of Home Buyers)
- Certified true copy of Audited Financial Statements along with the Auditors Report thereon for immediately preceding 3 (three) years;
- Undertaking for fulfilment of Eligibility Criteria as per Annexure - I along with details as per Annexure – V;
- Confidential Undertaking – Annexure – III;
- Declaration and Undertaking under section 29A of IBC 2016 – Annexure – II & VII;
- Undertaking for site visit – Annexure – VIII;
- A notarized declaration from PRA 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 PRA shall provide all relevant documents for its promoter / promoter group or any other group company, if required to meet the eligibility criteria;
- Registration details of the *Cooperative / society /association of Home Buyers* and details of Home Buyers who are member of Resolution Applicant along with their flat number along with a certificate that cooperative / society has been formed exclusively by Home Buyers of incumbent unit holders / Allottees of Unibera Developers Private Limited only (*applicable in the case of Cooperative / society /association of Home Buyers only*)
- Any other documents / information which prospective Resolution Applicant finds necessary to share or as may be notified by the RP from time to time.

ANNEXURE V

GENERAL INFORMATION OF PROSPECTIVE RESOLUTION APPLICANT (PRA)

1. **Name and address (with proof) of the Resolution Applicant:**
2. **Date of establishment of Resolution Applicant / Promoter Group alongwith supporting document:**
3. **Core area of expertise of Resolution Applicant:**
4. **Contact Person:**
 - Name:
 - Designation:
 - Telephone No:
 - Mobile No.:
 - Email:
5. **PAN No, CIN No and / or Aadhar No or equivalent details of Resolution Applicant along with copy of supporting documents:**
6. **Company / Organisation Profile:**

- i. Company's / Organisation's Financial Profile (consolidated / standalone as applicable):

(**Note:** The Company / organization profile should necessarily include tangible net worth of the preceding three years and total turnover of the preceding five 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 31st March 2022 for investment. Where the entity submitting EOI is Cooperative / Society formed by Home Buyers, please give details of its members along with their flat number, members giving consent for submitting EOI). Members participating in voting process, manner of conducting etc.)

- ii. Experience 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’ pr ‘non-performing asset’:

- iv. Details of Consortium / SPV, if any, as per Annexure – I;

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

ANNEXURE VI

Details of Consortium/Sponsors of SPV

Name of the Member	% of Share in the Consortium/SPV	Nominated as Lead

ANNEXURE VII

INFORMATION FOR VERIFICATION OF ELIGIBILITY UNDER SECTION 29A OF INSOLVENCY & BANKRUPTCY CODE, 2016 AND REGULATION 36A(7) OF THE IBBI (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS), REGULATIONS, 2016

S.No.	Information Required	Whether completed	Documentary Evidence Provided
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 are declared as 'wilful defaulter(s)' in accordance with the guidelines of RBI under Banking Regulation Act, 1949.		
3.	Whether any account under the management or control of resolution applicant or any of its connected persons as promoter, has been classified as non performing assets in accordance with guidelines of RBI and at least one year has lapsed from the date of such classification.		
4.	Whether the resolution applicant or any of its connected persons has been convicted for any offence punishable with imprisonment – (i) for two years or more under any Act specified under the Twelfth Schedule; or (ii) for seven years or more under any law for the time being in force under laws of India and/or any law in jurisdiction outside India.		
5.	Whether the resolution applicant (if an individual) 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 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 & Bankruptcy Code, 2016.		
8.	Whether executed a guarantee in favour of creditor in respect of corporate debtor against which an application for insolvency resolution made by such creditor has been admitted and such guarantee has been invoked by creditor and remains unpaid in full or part.		
9.	Details of Holding Company (if any) of Resolution Applicant for which the answer to queries at Sr. No. 1 to 8 is in affirmative.		
10.	Details of Subsidiary Company (if any) of Resolution Applicant for which the answer to queries at Sr. No. 1 to 8 is in affirmative.		
11.	Details of Associate Company (if any) of Resolution Applicant for which the answer to queries at Sr. No. 1 to 8 is in affirmative.		
12.	Details of any other 'related party' of the resolution applicant for which the answer to queries at Sr. No. 1 to 11 is in affirmative.		

Note: In terms of the Explanation I to Section 29A of the Code, the expression '**connected persons**' means-

- a. persons who are promoters or in the management or control of the resolution applicant;
- b. persons who will be promoters or in management or control of the business of the corporate debtor during the implementation of the resolution plan;
- c. holding company, subsidiary company, associate company and related party of the persons referred to in items (a) and(b).

ANNEXURE VIII
FORMAT OF UNDERTAKING FOR SITE VISIT ON LETTER HEAD
(In case site visit is required before submission of resolution plan)

To,

AYYAGARI VISWANADHA SARMA
RESOLUTION PROFESSIONAL
UNIBERA DEVELOPERS PRIVATE LIMITED
IBBI/IPA-001/IP-P-01524/2018-2019/12396

Having his office at:

Deloitte India Insolvency Professionals LLP,
7th Floor, Building 10, Tower B,
DLF Cyber City, Phase II, Gurgaon, Haryana -122002

Sub: Visit of the Project Site of Unibera Developers Private Limited situated at Plot No. GH-16F, Sector-01, Greater Noida.

Dear Sir,

I/ we , _____, a director/designated partner /partner /lead member /Individual /authorized signatory/authorized representative of M/s _____ (Prospective Resolution Applicant “PRA”) in the matter of Unibera Developers Private Limited, duly authorized on behalf of the PRA (which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, Insolvency professional, liquidator and assigns or legal representative) hereby sign this undertaking on ____day of____ , 2023 and do hereby agree and undertake as under:

WHEREAS M/s Unibera Developers Private Limited (CIN No. U70102DL2012PTC229805), a company registered under Companies, Act, 1956 (Corporate Debtor) is under Corporate Insolvency Resolution Process under the provisions of Insolvency and Bankruptcy Code, 2016 (“IBC 2016”) vide Hon’ble NCLT, Bench - II, New Delhi vide Order dated 13.01.2023 (CP(IB) No. 505/ND/2022).

WHEREAS the Resolution Professional (RP) upon the request of the prospective Resolution applicant (PRA) pursuant to submission of his / their Expression of Interest for submitting Resolution Plan, has agreed to allow the PRA (which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, Insolvency professional, liquidator and assigns or legal representative) along with any expert appointed by the PRA, if any, to visit to project site of the Corporate Debtor situated at Plot No. Plot No. GH-16F, Sector-01, Greater Noida.

In connection with the above, I / We, undertake that

1. Only the following directors/designated partners /partners /Members of Consortium /Individual /authorized signatory/ authorized representative of the Resolution Applicant shall visit project site:

- a. Mr. _____, Designation _____
- b. Mr. _____, Designation _____
- c. Mr. _____, Designation _____

2. A duly certified copy of the Board Resolution / Management Committee Resolution and/or duly executed letter of authorization authorizing the persons listed above along with their KYC documents and date of site visit, shall be provided to RP at least 3 (three) business days in advance.

3. We shall make our own arrangements including accommodation, travel, food etc. for such visit. All costs and expenses incurred in relation to such visit will be borne by us and we hereby agree that no such cost shall be reimbursed to us.

4. We shall carry out our own complete due diligence in respect of the Corporate Debtor and shall be deemed to have full knowledge of the condition of the project site, relevant documents, information, etc. whether or not, we actually inspect the units or verify the documentation, if any, provided by the Corporate Debtor / the Resolution Professional or his authorized representative.

5. We shall abide by all the instructions, rules, policies and terms and conditions as prescribed by the Corporate Debtor and mentioned at the Plant.

6. We including our authorized representatives shall not damage or cause to be damaged, any Property, plant & equipment or even litter at the premises of the Property.

7. We shall not carry along with me / us any substance which in its nature is likely to cause potential hazards in the premises of the Plant.

8. We shall not cause any loss or damage to the property in any manner or affect the public tranquillity.

9. We /or our authorized representative(s) shall not visit the project site without seeking prior permission from the Resolution Professional.

10. We further agree and undertake that: -

- i) The Resolution Professional, Corporate Debtor, members of Committee of Creditors and/or any of its representatives shall not be responsible for any loss, injury or damage to any person, property, or otherwise in connection with this visit of mine /and my team, resulting directly or indirectly from any act of God, fire, accident, breakdown in machinery or

equipment, breakdown of transport, wars, civil disturbances, strikes, riots, thefts, pilferages, epidemics, or any other causes.

- ii) We will not divulge any part of the information in relation to the project site or the visit thereof, through oral or written communication or through any mode to anyone other than as may be required under applicable law or pursuant to any order or decision of a governmental authority.
 - iii) Any information or documents generated or derived by the recipients of the information in relation to the visit of the manufacturing facilities shall be kept safe and secured at all times and shall be protected from any theft or leakage.
 - iv) We shall maintain confidentiality of the information derived during the visit of the project site and shall not use such information to cause an undue gain or undue loss to our self or any other person and comply with provisions of law for the time being in force relating to confidentiality and insider trading.
 - v) We shall protect any intellectual property of the Corporate Debtor which we may have access to and shall take all necessary steps to safeguard its privacy and confidentiality.
11. We agree that no representation or warranty has been provided by the Resolution Professional in relation to the authenticity or adequacy of the information provided during the visit of the project site, nor we would have any claim against the Resolution Professional or the Corporate Debtor, nor he / it shall have any responsibility or liability whatsoever, whether in the contract, tort or otherwise, for any direct, indirect or consequential loss and / or damage, on account of, loss of production or loss of profits or interest costs or due to use of any information provided during the visit of the project site.
12. We shall be responsible for any breach of obligations under this undertaking and shall indemnify M/s Unibera Developers Private Limited and/or Mr. Ayyagari Viswanadha Sarma the Resolution Professional, for any loss or damage(s) caused to it / him by virtue of any default from our side in compliance to the aforesaid conditions.

This undertaking is binding upon me/us, my/our heirs, executors / administrators / successor, or successors as assigns.

Signed by / for and on behalf of

(Name and Designation)

Dated: