

**BRYs HOTELS PRIVATE
LIMITED**

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

20th June 2019

Invited by:

Mr. Sandeep Goel

Resolution Professional

IBBI Registration no. IBBI/IPA-003/IP-N00073/2017-18/10583

Email ID: cmasandeepgoel@gmail.com

Phone No: 98107 41090

*Supporting IP entity: Primus Insolvency Resolution and Valuation
Pvt. Ltd.*

1. Company Overview

Background

Brys Hotels Pvt. Ltd. (“BHPL”) was incorporated in 11th June, 2010, having its registered office at 305, Arunachal Building, 19-Barakhamba Road, Connaught Place New Delhi.

The company has two properties, Hotel BRYS Fort, a 4-Star Hotel in Jaisalmer, Rajasthan spread across an area of 34,800 sqm. and Hotel BRYS ELAN, an under construction property in Ghaziabad spread across 2,260 sqm.

BHPL’s credit facilities are currently classified as non-performing assets by lenders for defaulting on its debts service obligation.

Hon’ble National Company Law Tribunal, Principal Bench, New Delhi by its order dated March 18, 2019 (“**Order**”), ordered the commencement of corporate insolvency resolution process (“**CIRP**”) in respect of BHPL under the provisions of the Insolvency and Bankruptcy Code, 2016 and subsequent amendments thereof (“**IBC**”). Pursuant to the Order and in accordance with section 16 of the IBC, Mr. Sandeep Goel an insolvency professional (bearing IP Registration number IBB1/IPA-003/IP-N00073/2017-18/10583) has been appointed as the interim resolution professional, and further confirmed by the committee of creditors of BHPL (“**CoC**”) as resolution professional (“**Resolution Professional**” or “**RP**”) in respect of BHPL in accordance with the provisions of IBC. In accordance with section 17(1)(b) read with section 23(2) of the IBC, the powers of the board of directors of the Company are suspended and such powers were vested with the RP from the date of the Order. The Resolution Professional as per directions of the CoC is inviting Expression of Interest (“**EOI**”) from prospective Resolution Applicants (“**Resolution Applicants**”) to submit Resolution Plans in accordance with the provisions of IBC read with Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (“**CIRP Regulations**”).

2. Process Stages

Stage I

- Submission of EOI by Prospective Resolution Applicants (“RAs”)
- Shortlisting of eligible RAs

Stage II

- Communication of confirmation to shortlisted RAs by RP along with the timelines for process
- The shortlisted RAs will be provided with
 - The Information Memorandum prepared as per provisions of the IBC
 - Access to the data-room to be provided for limited due diligence to shortlisted eligible entities.
 - Request for Resolution Plan (‘RFRP’) outlining the next steps along with the evaluation criteria.

3. Submission of EOI:

- a. Expression of Interest (EOI) is invited in a **plain sealed envelope** superscripted as “**Expression of Interest for participating in CIRP of Brys Hotels Private Limited**”, in the format as set out in **Annexure ‘B’**.
- b. Applicants should meet the Eligibility Criteria as set out in **Annexure ‘A’**.
- c. Applicants should submit the EOI along with the supporting documents set out in **Annexure ‘C’**
- d. The details of the applicant as set out in **Annexure ‘D’**.
- e. Undertaking as set out in **Annexure ‘E’** to be submitted in case of consortium.
- f. Confidentiality undertaking as set out in **Annexure ‘F’**
- g. Declaration under 29A of the IBC as set out in **Annexure ‘G’**
- h. The RAs shall submit the sealed envelope containing a complete set of the EOI in hard copy along with the annexures stated above to the following address by speed post or registered post or hand delivery to the following addressed to:

Mr. Sandeep Goel (Resolution Professional),
IBBI Registration no. IBBI/IPA-003/IP-N00073/2017-18/10583
Resolution Professional in the matter of CIRP of Brys Hotels Private Limited

RP’s Registered Address:

410, Pratap Bhawan, 5, Bahadur Shah Zafar Marg, New Delhi 110002

Insolvency Professional Entity (Certificate of Recognition Number IBBI/IPE/0072):

311, Bestech Chambers, B Block, Sushant Lok Phase I, Sector 27,
Gurgaon, Haryana - 122002

A soft copy of EOI along with annexures stated above should be mailed to emasandeepgoel@gmail.com, bryshotels@primusresolutions.in

EOIs not fulfilling the above conditions are liable to be disqualified without any further communication.

4. Last Date of Submission of EOI:

The last date for submission of EOI is July 10, 2019, which may be extended at the sole discretion of RP.

In case EOI is not submitted by the specified time period, then the participation can only be allowed if the time period is extended by the RP.

NOTE

- 1) Applicants should regularly visit the Corporate Debtor websites at www.primusresolutions.in to keep themselves updated regarding clarifications, amendments, abandonment or extension of time, if any.
- 2) It may be noted that the terms and conditions for inviting any Resolution Plan shall be determined only with the approval of CoC of BHPL and may be changed or amended at any stage. CoC / Resolution Professional reserves the right to suspend / abandon cancel / extend or modify the process terms and / or reject or disqualify any Prospective Resolution Applicant’s EOI /Resolution Plan / offer at any stage of the bid process without assigning any reason and without any liability.

- 3) RP/CoC reserve the right to withdraw the invitation for EOI and change or vary any part thereof at any stage and also reserve the right to disqualify any prospective resolution applicants, should it be so necessary at any stage.
- 4) No oral conversations or agreements with the Resolution Professional or any official, agent or employee of the Resolution Professional, the Company or any member of the CoC shall affect or modify any terms of this invitation for EOI.
- 5) Neither the RAs nor any of representatives of the RAs shall have any claims whatsoever against the Resolution Professional or any member of the CoC or any of their directors, officials, agents or employees arising out of or relating to this invitation for EOI.
- 6) By submitting a proposal, each prospective resolution applicant shall be deemed to acknowledge that it has carefully read the entire invitation for EOI and has fully informed itself as to all existing conditions and limitations.
- 7) Criteria for Eligibility - EOIs of only those interested parties who meet the eligibility criteria specified in **Annexure 'A'** will be considered. EOIs which do not meet the criteria shall be rejected with no further communication to the rejected applicants.
- 8) The RP reserves the right to independently verify, disqualify, reject and / or accept any and all EOI's, without assigning any reasons thereof.
- 9) The RP reserves the right to require the prospective resolution applicants / interested parties to provide any additional documentation or information in relation to the EOI.
- 10) By accepting the terms of this document, the interested parties hereby agree and release the Resolution Professional, irrevocably, unconditionally, fully and finally, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations set out under this document, and / or in connection with the bidding process, and waives any and all rights and / or claims the interested parties may have in this respect, whether actual or contingent, whether present or in future.

ANNEXURE A

Eligibility Criteria

EOI would be subject to evaluation of the Financial Capacity of the Prospective Resolution Applicant:

- **Financial Capacity**

- 1) Category A - Private/Public Limited Company, LLP, Body Corporate ('Body Corporates'), whether incorporated in India or outside India

- Minimum group Net worth (NW) of **INR 25 Crs** as on latest available financial statements, but not earlier than 31st March 2018

- 2) Category B - Financial Institutions (FI)/ Funds / Private Equity (PE) Investors

- Minimum Assets Under Management (AUM) of **INR 200 Crs** as on latest available financial statements, but not earlier than 31st March 2018

- 3) Category C - Individual investor/ Consortium of individual Investors:

- Minimum consolidated net worth of **INR 25 Crs** at sole or at the consortium level.
 - Individual investor to include HUFs and family trusts.
 - Net Worth of consortium shall be calculated as weighted average of individual member's Net Worth (value of negative Net Worth members shall be considered as Nil) basis their proposed participation in the consortium.

- 4) Category D - Consortiums (Please refer to illustration on next page)

- The Lead member must have at least **26%** stake while the total number of members in the consortium is restricted to a maximum of **4**. All other members would need to have a minimum stake of **10%** each in the consortium
- All the members of the consortium shall be jointly and severally responsible for compliance with the terms of the invitation for submission of EOI, the request for resolution plan and the resolution plan submitted by the consortium

- **In addition to the above, the following shall be considered as an added advantage:**

- a. Experience of the applicant in the Hospitality sector;
- b. Experience of the applicant in acquisition / turnaround of stressed assets; and
- c. Applicants' overall management strength

Illustration - Determining eligibility for a consortium of Body Corporates with Fls/Funds/PE Investors:

Potential RA is a consortium of body corporates with Fls/Funds/PE Investors with NW, AUM and proposed shareholding in the consortium as follows:

Case 1:

Potential RA	NW (INR in Cr)	AUM (INR in Cr)	Proposed share- holding in consortium
Body Corporate 1	25	NA	25%
Body Corporate 2	40	NA	25%
PE Investor	NA	250	50%

- The eligibility thresholds for the above consortium shall be assessed for each category separately as follows

Category of Potential RA	NW (in INR Cr)	AUM (in INR Cr)
Body Corporate	25	NA
PE Investor	NA	200

- The NW for the Body Corporate category above has been computed as follows:
 $(25\%/50\%)*25\text{cr} + (25\%/50\%)*40\text{ cr} = \text{INR } (12.5\text{ cr} + 20\text{ cr}) = \text{INR } 32.5\text{ cr}$
- The AUM for the PE Investor category above has been computed as follows:
 $(50\%/50\%)*250\text{ cr} = \text{INR } 250\text{ cr}$

Since both the categories (Body Corporate and PE Investor) hold equal shareholding in the consortium and individually meet the eligibility thresholds for their respective categories, the consortium shall be eligible to submit an EoI.

Case 2:

Potential RA	NW (INR in Crs)	AUM (INR in Crs)	Proposed share- holding in consortium
Body Corporate 1	30	NA	60%
PE Investor 1	NA	200	15%
PE Investor 2	NA	150	25%

- The eligibility thresholds for the above consortium shall be assessed for each category separately as follows

Category of Potential RA	NW (in INR Cr)	AUM (in INR Cr)
Body Corporate	25	NA
PE Investor	NA	200

- The NW for the Body Corporate category above has been computed as follows:
 $(60\%/60\%)*30 \text{ cr} = \text{INR } 30 \text{ cr}$
- The AUM for the PE Investor category above has been computed as follows:
 $(15\%/40\%)*200 \text{ cr} + (25\%/40\%)*150\text{cr} = \text{INR } (75 \text{ cr} + 93.75 \text{ cr}) = \text{INR } 168.75 \text{ cr}$

Since the majority shareholder (Body Corporate Category with 60% shareholding in the consortium) individually meets the eligibility thresholds for its category, the consortium shall be eligible to submit an EoI.

Case 3:

Potential RA	NW (INR in Crs)	AUM (INR in Crs)	Proposed share- holding in consortium
Body Corporate 1	10	NA	10%
Body Corporate 2	20	NA	30%
PE Investor	NA	250	60%

- The eligibility thresholds for the above consortium shall be assessed for each category separately as follows

Category of Potential RA	NW (in INR Cr)	AUM (in INR Cr)
Body Corporate	25	NA
PE Investor	NA	200

- The NW for the Body Corporate category above has been computed as follows:
 $(10\%/40\%)*10 \text{ cr} + (30\%/40\%)*20 \text{ cr} = \text{INR } (2.5 \text{ cr} + 15 \text{ cr}) = \text{INR } 17.5 \text{ cr}$
- The AUM for the PE Investor category above has been computed as follows:
 $(60\%/60\%)*250 \text{ cr} = \text{INR } 250 \text{ cr}$

Since the majority shareholder (PE Investor category with 60% shareholding in the consortium) individually meets the eligibility thresholds for its category, the consortium shall be eligible to submit an EoI.

ANNEXURE B
Format of Expression of Interest

[On the letter head of the company/ in case of consortium- the leader submitting
the EOI]

Date:

To,

**Mr. Sandeep Goel (Resolution Professional),
IBBI Registration no. IBBI/IPA-003/IP-N00073/2017-18/10583
Resolution Professional in the matter of CIRP of Brys Hotels Private Limited
Primus Insolvency Resolution and Valuation Pvt. Ltd,
311, Bestech Chambers, B Block, Sushant Lok Phase I, Sector 27,
Gurgaon, Haryana - 122002
E-mail ID: cmasandeepgoel@gmail.com**

Subject: Expression of Interest (“Eoi”) for submitting Resolution Plan for Brys Hotels Private Limited (“Corporate Debtor”) undergoing Corporate Insolvency Resolution Process (CIRP).

Dear Sir,

In response to the public advertisement in Economic Times and NavBharat Times, dated 20 June 2019 (“**Advertisement**”) inviting Eoi for submission of resolution plans (“**Resolution Plan**”) for the Corporate Debtor undergoing corporate insolvency resolution process as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“**IBC**”), we confirm that we have understood the eligibility criteria and other terms & conditions mentioned in Annexure A to the Eoi and meet the necessary threshold and criteria mentioned therein and submit our Eoi for submission of a Resolution Plan for the Corporate Debtor.

Along with our Eoi, we have also provided information as required in the prescribed format in Annexure C and Annexure D.

We further undertake that the information furnished by us in this Eoi and Annexures is true, correct, complete, and accurate. Based on this information we understand you would be able to evaluate our preliminary proposal in order to qualify for the above-mentioned proposal. Further, we agree and acknowledge that:

- a) documents to determine whether we qualify to submit a proposal for the proposed transaction;
- b) the RP/ the CoC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the proposal and may reject the Eoi submitted by us without assigning any reason/without any liability whatsoever;
- c) the RP/ the CoC reserve the right to request for additional information or clarification(s) from us for the purposes of the Eoi and we shall promptly comply with such requirements. Failure to satisfy the queries of RP/ CoC may lead to rejection of our submission pursuant to Eoi;
- d) Meeting the qualification criteria set out in Eoi alone does not automatically entitle us to participate in the next stage of the process;
- e) We will continue to meet the eligibility criteria throughout the bid process, and any material adverse change affecting the consortium members ability to perform in consortium shall be intimated within 3 (three) business days to the CoC / RP;

- f) In case of consortium, we would comply with the eligibility criteria pertaining to equity holding i.e. the lead member must hold at least 26% total equity participation in the consortium who shall be designated as the lead member. All other members would need to have a minimum stake of 10% each in the consortium and a maximum of 4 members shall form such a consortium;
- g) We are not an ineligible person in terms of provisions of Section 29A of the IBC. We are a 'fit and proper' person and not under any legal disability to be a promoter entity of the Company under the applicable laws including listing agreements, stock exchange requirements and SEBI regulations and guidelines.

Yours Sincerely,

On behalf of [*Insert the name of the entity submitting the EoI*] ^{1&2}

Signature:

Name of Signatory:

Designation:

Company Seal/Stamp

1. *In case of Consortium Applicant, the EoI shall be signed by each member.*
2. *The person signing the EoI and other supporting documents should be an authorized signatory supported by necessary board resolutions/authorization letter.*

ANNEXURE C

Supporting Documents to be submitted with EOI

1) For all prospective resolution applicants (RA) - Profile of RA

Requirement	Private/Public Limited Company, LLP, Body Corporate, whether incorporated in India or outside India [Category A]	Financial Institutions (FI*)/ Funds / Private Equity (PE) Investors [Category B]	Sole Individual investor [Category C]
1	Profile of the RA (As per Annexure D)	Profile of the RA (as per Annexure D)	Profile of the RA (As per Annexure D)
2	Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA)	Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA)	Government ID proofs
3	Audited financial statements for immediately preceding 3 (three) years	Audited financial statements for immediately preceding 3 (three) years	Income tax returns for preceding 3 (three) years.
4	-	Relevant statement of funds availability of the RA and/or promoter/promoter group or any other group company, as per the eligibility criteria.	-
5	Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying TNW & TO as at end of last 3 financial years	Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying AUM as at end of last 3 financial years and Committed funds available for deployment in Indian Companies or Indian assets at 31 st December 2018.	Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying net worth as at end of last 3 financial years

In case of a consortium:

- The above documents including certificates are required for each of the Consortium members.

ANNEXURE D

Details of Prospective Resolution Applicant

[Note: In case of consortium, the details set out below are to be provided for each of the members]

1. Name and Address:

- a. Name of the Firm/Company/Organization/ sole individual:
- b. Address:
- c. Telephone No:
- d. Fax:
- e. Email:

2. Name and Address (with proof) of the firm/company/organization/sole individual

3. Date of Establishment/ Date of Birth (for sole individual):

4. Core Area of Expertise:

5. Contact Person:

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

6. Company/FI Profile:

- a. Company Financial Profile (consolidated / standalone as applicable):

Company profile	Private/Public Limited Company, LLP, Body Corporate, NBFC whether incorporated in India or outside India	Financial Institutions (FI*)/ Funds / Private Equity(PE) Investors / Any other applicant	Sole Individual investor
At 31 Mar 16	Standalone NW in Crs	AUM in Crs	NW in Crs
At 31 Mar 17	Standalone NW in Crs	AUM in Crs	NW in Crs
At 31 Mar 18	Standalone NW in Crs	AUM in Crs	NW in Crs
At 31 Dec 18		AUM in Crs	

In case of consortium, the above details are to be shared for each of the consortium members. Further, the fulfilment of qualification criteria must be clearly identified/ certified herein.

- b. Experience of the Company in the Hospitality sector
- c. Experience of the applicant in acquisition / turnaround of stressed assets
- d. Applicant's overall management strength

ANNEXURE E

(To be executed on stamp paper)

To,

[]

Dear Sir,

SUBJECT: UNDERTAKING FOR EQUITY PARTICIPATION

This is in relation to the corporate insolvency resolution process of Brys Hotels Private Limited. In response to the public advertisement in Economic Times and Nav Bharat Times, dated 20th June 2019 (“**Advertisement**”) inviting expressions of interest (EOI) for submission of resolution plans (“**Resolution Plan**”) for the Corporate Debtor undergoing corporate insolvency resolution process as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“**IBC**”), we have submitted an EOI as a consortium. The members of the consortium are as follows:

[Insert names of the members of the consortium, their equity participation in the consortium and indicate the lead member]

As required in terms of the EOI, we agree and undertake that we will continue to hold at least [26% / 10% (*lead member to choose 26% and other to choose 10%*)] equity participation in the consortium. We further agree and undertake that all the members of the consortium shall be jointly and severally responsible for compliance with the terms of the invitation for submission of EOI, the request for resolution plan and the resolution plan submitted by the consortium.

SIGNED AND DELIVERED by [insert]

ANNEXURE F

[To be on non-judicial stamp paper of Rs. 100 for Delhi. The stamp duty will depend on the state of execution of the confidentiality undertaking. In case the confidentiality undertaking is executed outside India, such confidentiality undertaking is required to be apostilled / consularized (as may be applicable) and stamped at the place of receipt of the undertaking within India before submission to RP.]

The execution of the confidentiality undertaking must be authorized by a duly passed resolution of the board of directors of the prospective resolution applicant or any sub-committee of the board (if so authorized by the board).

Each page of the confidentiality undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the authorized signatory must affix his/her full signature and additionally affix the rubber stamp seal of the prospective resolution applicant.

Where the Resolution Applicant is a consortium, said undertaking shall be furnished by each member of the consortium.]

Mr. Sandeep Goel

Dated []

Resolution Professional

Brys Hotels Private Limited

(Under Corporate Insolvency Resolution Process)

UNDERTAKING UNDER SECTION 29 OF THE INSOLVENCY AND BANKRUPTCY CODE 2016 REGULATIONS 36(4) OF THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS) REGULATIONS, 2016 TO MAINTAIN CONFIDENTIALITY

1. On 18th March 2019, the Principal Bench, New Delhi of National Company Law Tribunal (“NCLT”) has directed commencement of corporate insolvency resolution (“CIR”) process against Brys Hotels Private Limited (“BHPL”) under the Insolvency and Bankruptcy Code, 2016 (“IBC”). Mr. Sandeep Goel, a licensed Insolvency Professional, was appointed as Resolution Professional of BHPL by the NCLT by order dated 18th March, 2019.
2. On passing of the Order dated 18th March, 2019 by the NCLT, the powers of the board of directors of BHPL stood suspended and the powers of its board of directors now vest in Mr. Sandeep Goel.
3. It is the duty of the Resolution Professional under the IBC to prepare an Information Memorandum (“IM”) of the corporate debtor and invite the resolution applicants to submit a resolution plan.
4. Pursuant to the invitation for resolution plans from potential resolution applicants by the Resolution Professional, we are interested in submitting a resolution plan to the Resolution Professional.

5. We require a copy of the IM of BHPL and other additional information relating to BHPL and its subsidiaries that may be necessary to prepare a resolution plan of BHPL by us, either directly or through our affiliates, for submission to the Resolution Professional (“**Transaction**”). We note, understand and acknowledge that:
 - (i) You have prepared an IM of BHPL in terms of Section 29 of the IBC 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) IM is prepared on the basis of information provided by the management of BHPL and its creditors. 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 a resolution plan is approved by the CoC;
 - (iv) Other additional information relating to BHPL and its subsidiary company, if any, 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 or in meetings 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.
6. The IM, together with any additional or supplementary information (including the liquidation value of BHPL as and when made available) or clarification, including those provided by way of emails or on telephone or in meetings by the Resolution Professional or his team members, including advisors is referred to as “**Confidential Information**”.
7. 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.
8. In terms of Section 29 of the IBC and Regulation 36 of the CIRP Regulations we unconditionally and irrevocably agree and undertake:
 - (i) to maintain confidentiality of the Confidential Information and not to use such Confidential Information to cause an undue gain or undue loss to ourselves or any other person.
 - (ii) 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 in relation to such Confidential Information;

- (b) protect any intellectual property of BHPL and its subsidiary companies which we may have access to;
 - (c) not share this information with any third party unless it is shared on a strict need-to-know basis and clauses (a) and (b) above are complied with;
- (iii) 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, 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 information for the purpose of the Transaction, provided that such Representatives are also bound by the same confidentiality obligations as us. We will be solely responsible for any breach of the provisions of this undertaking of confidentiality by any of our Representatives.
9. We accept and acknowledge that the Confidential Information has been developed or obtained by BHPL through investment of significant time, effort and expense, and that the Confidential Information is valuable, special and unique asset of BHPL, which provides BHPL 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 unconditionally and irrevocably agree and undertake to ensure that our Representatives agree to:
- (i) 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 themselves /us or undue loss to any other person including BHPL or any of its creditors and stakeholders;
 - (ii) 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;
 - (iii) protect any intellectual property of BHPL that they may have access to; and
 - (iv) use Confidential Information solely for the purpose of the Transaction and not for any other purpose.
10. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:
- (i) information is or becomes publicly available to us or our Representatives without breach of obligations as set out herein; or
 - (ii) prior to its disclosure in connection with the Transaction, was already in our or our Representatives’ possession (other than such information made available by the Resolution Professional at any time during the CIR process of BHPL, which information shall be construed as Confidential Information and shall be bound by the terms of this confidentiality undertaking); or

- (iii) is or has been developed independently by us or our Representatives without reference to or reliance on the Confidential Information disclosed under this undertaking of confidentiality; or
 - (iv) information was or becomes available on a non-confidential basis from a source that is not known by us or our Representatives to be prohibited from disclosing such information by any contractual, legal, or fiduciary obligation; or
 - (v) prior consent by the Resolution Professional is provided for disclosure in writing; or
 - (vi) information that is required to be disclosed by us (to the extent 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 process, order of a judicial, regulatory or administrative authority (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) or the guidelines of regulatory/administrative authority or stock exchange.
11. 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.
12. 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 our own confidential information.
13. We understand and undertake, in the event of abandonment of the resolution plan submission process and non-submission of the resolution plan; or not being shortlisted for the submission of the resolution plan; or our resolution plan not qualifying for being placed before the CoC; or the CoC rejecting our resolution plan; or the NCLT not approving our resolution plan; or in the event the Resolution Professional calls upon us in writing to do so, we shall immediately return or destroy the Confidential Information including the IM and other information provided by the Resolution Professional or its representatives, without retaining a copy thereof, in electronic or any other form. Notwithstanding anything stated therein, we are permitted to retain information pursuant to our automatic archiving and back-up procedures; provided however, that the copy/information retained by us shall not be used by us in any manner to cause an undue gain to us or undue loss to any other person including BHPL or any of its creditors and stakeholders and shall be bound to the confidentiality obligations under this undertaking.
14. This undertaking of confidentiality, except for the provisions stated in the clause 8 above, shall remain valid for a period of two (2) years after it is executed, notwithstanding whether the resolution plan submitted by us is placed before the CoC or not or whether it is approved by the CoC or not and even after completion of the corporate insolvency resolution process of BHPL.
15. We understand that if we or our Representatives disclose (or threaten to disclose) Confidential Information in violation of this undertaking of confidentiality, the Resolution Professional or BHPL shall be entitled to pursue remedies including legal recourse to safeguard its interest under undertaking of confidentiality. We further hereby acknowledge and agree that in the event of breach or threatened breach of the terms of this confidentiality undertaking, the Resolution Professional shall be entitled to all remedies available under law or equity.

16. Nothing in this confidentiality undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or willful default.
17. We hereby represent and warrant that we have the requisite power and authority to execute, deliver and perform our obligations under this confidentiality undertaking.
18. This confidentiality undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian laws and the courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.

Signed for and on behalf of [*insert name of entity*]

Signature and official stamp

ANNEXURE G

DECLARATION UNDER SECTION 29A OF IBC

Execution instructions:

[To be on non-judicial stamp paper of Rs. 200. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the expression of interest / resolution plan are appropriately apostilled, and stamp duty paid in India before submission to the resolution professional.]

The execution of this affidavit must be authorized by a duly passed resolution of the board of directors of the prospective resolution applicant or any sub-committee of the board (if so authorized by the board).

Each page of the affidavit is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the deponent must affix his/her full signature and additionally affix the rubber stamp seal of the prospective resolution applicant.

Where the resolution applicant is a consortium, said affidavit shall be furnished by each member of the consortium.

Kindly fill in the requisite details in each of the items where information is left blank or has been sought.]

AFFIDAVIT

I, [name of the chairman/managing director/director/authorized person of resolution applicant, authorised by the Board of the resolution applicant for giving such affidavit], 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 [____] ("**Resolution Applicant**", a term which also includes any person acting jointly with the Resolution Applicant), do solemnly affirm and state to the committee of creditors ("**CoC**") of Brys Hotels Private Limited ("**BHPL**" or "**Company**") and the resolution professional of the Company ("**RP**") as follows:

1. That I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the Resolution Applicant in terms of the [resolution of its board of directors/ power of attorney- to provide other necessary details of such authorization]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Insolvency and Bankruptcy Code, 2016, as amended from time to time ("**Code**")) and nor any other person covered under Section 29A of the Code:
 - (a) is an undischarged insolvent;
 - (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
 - (c) is at the time of submission of the expression of interest and / or resolution plan a person who, (i) has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act,

1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, or(ii) controls or manages or is the promoter of a corporate debtor whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force; and such classification has continued for a period of one year or more from the date of such classification till the date of commencement of the corporate insolvency resolution process of the Company and all such overdue amounts along with interest, costs and charges thereon have not been fully repaid at the time of submission of expression of interest and / or resolution plan;¹

- (d) has been convicted for any offence punishable with imprisonment -
 - (i) for two years or more under any statute specified under the Twelfth Schedule of the Code and two years have not passed from the date of release from such imprisonment; or
 - (ii) for seven years or more under any law for the time being in force and two years have not passed from the date of release from such imprisonment;
 - (e) is disqualified to act as a director under the Companies Act, 2013;
 - (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 of or control of a corporate debtor in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Hon'ble National Company Law Tribunal (or its appellate tribunal / court) under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place without any contribution by the Resolution Applicant in an entity acquired by the Resolution Applicant, prior to such acquisition by way of a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or court);
 - (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 the Code and such guarantee has been invoked by the creditor and remains unpaid in full or in part; and
 - (i) is subject to any disability, corresponding to the aforesaid conditions under any law in a jurisdiction outside India.
3. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons as required under Regulation 38(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as applicable to the corporate insolvency resolution process of the Corporate Debtor.

¹ If the resolution applicant is a financial entity and is not a related party of the corporate debtor, taking into consideration the Explanation I to Section 29A(c) of the Code, such person may delete this provision.

4. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Code) has:
 - (a) withdrawn or sought any deviation to its resolution plan in any corporate insolvency resolution process, or avoided or delayed or defaulted in the implementation of the resolution plan approved by the committee of creditors / Adjudicating Authority; or delayed or failed to implement any conditions as contained in the process document / note issued under any corporate insolvency resolution process (including the submission of any guarantee / security documents as envisaged under the process document / note of any corporate insolvency resolution process);
 - (b) had any resolution plan filed by it withdrawn / rejected or applied to be withdrawn / rejected from the Adjudicating Authority / committee of creditors owing to any non-compliance / default by it;
 - (c) failed to implement its resolution plan approved by committee of creditors / Adjudicating Authority in accordance with its terms; or
 - (d) in order to avoid the obligations under its resolution plan approved by committee of creditors / Adjudicating Authority, challenged the process document / note or process thereunder issued by a resolution professional / committee of creditors with respect to a corporate insolvency resolution process, in any court of law or sought any deviation from the resolution plan submitted by it which is not acceptable to the committee of creditors of the relevant matter.
5. That the Resolution Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code (read with the relevant regulations framed there under) to submit an expression of interest and a resolution plan and it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate that the Resolution Applicant is eligible under the Code and the rules and regulations thereunder to submit a resolution plan in respect of the Company.
6. That the Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.
7. That the Resolution Applicant understands that the RP and the CoC may evaluate the expression of interest and / or resolution plan to be submitted by the Resolution 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 Resolution Applicant under this affidavit.
8. That the Resolution Applicant agrees that each member of the CoC and the RP are entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility and assessing, agreeing and approving the resolution plan submitted by the Resolution Applicant.
9. That in the event any of the statements contained herein are found to be untrue or incorrect, then the Resolution Applicant unconditionally agrees to indemnify and hold harmless the RP and each member of the CoC against any losses, claims or damages incurred by the RP and / or the members of the CoC on account of such ineligibility of the Resolution Applicant.

10. That the Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Resolution Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) 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 Company, after the submission of this affidavit.
11. That if, at any time after the submission of this affidavit and before the approval of the Resolution Applicant's resolution plan by the Hon'ble National Company Law Tribunal under the Code, the Resolution Applicant becomes ineligible to be a resolution applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the RP and the CoC.
12. That this affidavit shall be governed in accordance with the laws of India and the NCLT New Delhi /Courts of New Delhi shall have the exclusive jurisdiction over any dispute arising under this affidavit.

SOLEMNLY AFFIRMED AT _____

ON THIS THE [_____] DAY OF [_____] 2019

DEPONENT

**Before me,
Notary/ Oath Commissioner**

VERIFICATION:

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

Verified at [_____], on this the [_____] day of [_____] 2019.

DEPONENT