DETAILED INVITATION FOR EXPRESSION OF INTEREST

IN THE MATTER OF

8 VEER CHEMICALS GROUP COMPANIES
(details provided hereinbelow)

UNDERGOING CONSOLIDATED / GROUP CIRP

Name of Corporate Debtors	CIN
Veer Chemicals Private Limited	U74899DL1989PTC037859
Honey Builders Limited	U45203DL2001PLC113154
Dolphin Buildwell Private Limited	U45201DL2005PTC137257
Concord Buildwell Private Limited	U45201DL2004PTC130093
Limelight Realtors Private Limited	U45201DL2004PTC130519
Crimson Infrastructure Private Limited	U45201DL2005PTC137256
Symphony Realtors Private Limited	U70101DL2004PTC126802
Anjaney Developers Private Limited	U45201DL2005PTC137254

herein referred as ***"Corporate Debtors" / "8 Veer Chemicals Group Companies")***

Dated: 14 January 2026

Issued by Resolution Professional of 8 Veer Chemicals Group Companies, Mr. Sapan Mohan Garg, IBBI/IPA-002/IP-N00315/2017-2018/10903, in consultation with and pursuant to the approval of the Committee of Creditors of Veer Chemicals Group Companies

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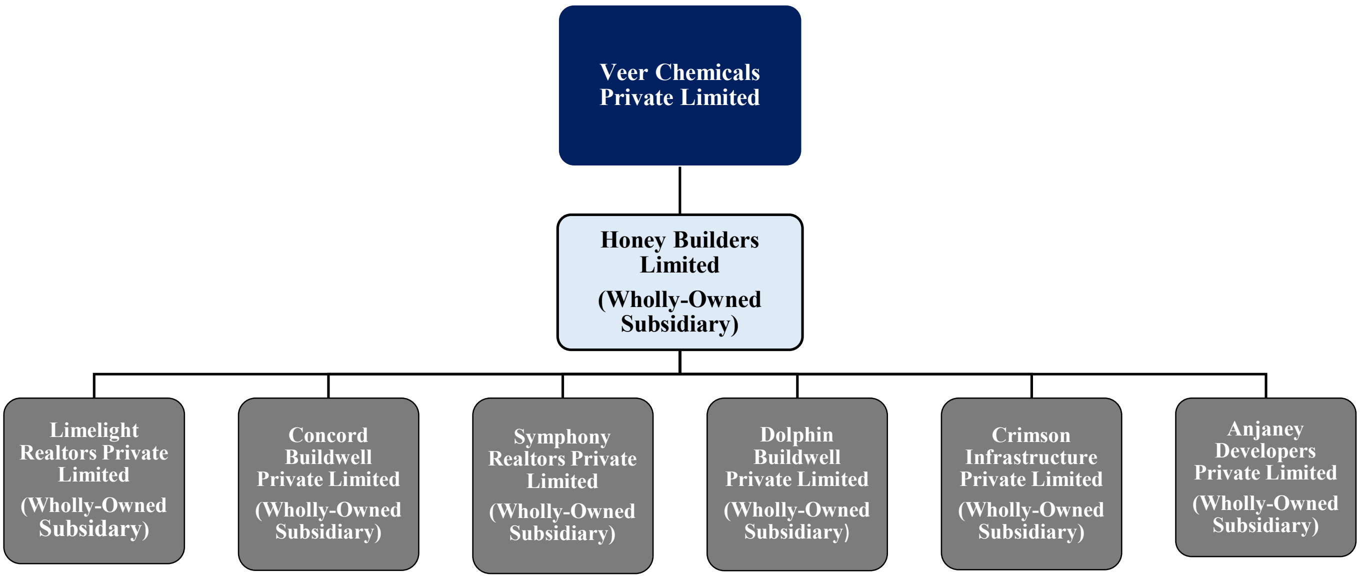
1. BRIEF BACKGROUND OF CIRP OF THE CORPORATE DEBTORS

Veer Chemicals Private Limited is the Holding Company of Honey Builders Limited and Honey Builders Limited, in its capacity as a parent entity has six wholly owned subsidiary companies under its direct ownership. The common shareholding structure of Corporate Debtors is as under:

1. Veer Chemical Private Limited – Holding Company
2. Honey Builders Ltd.- Wholly owned subsidiary of Veer Chemicals Private Ltd.
3. Crimson Infrastructure Private Ltd.- Wholly owned subsidiary of Honey Builders Ltd.
4. Dolphin Buildwell Private Ltd.- Wholly owned subsidiary of Honey Builders Ltd.
5. Limelight Realtors Private Ltd.- Wholly owned subsidiary of Honey Builders Ltd.
6. Anjaney Developers Private Ltd.- Wholly owned subsidiary of Honey Builders Ltd.
7. Symphony Realtors Private Ltd.- Wholly owned subsidiary of Honey Builders Ltd.
8. Concord Buildwell Private Ltd.- Wholly owned subsidiary of Honey Builders Ltd.



Veer Chemicals Private Limited had availed loan facilities from Sammaan Capital Ltd ("**SCL**") (previously known as Indiabulls Housing Finance Limited) to carry out construction activities i.e. building residential projects. Pursuant to the Sanction Letter, SCL and Veer Chemicals Private Limited executed a Loan Agreement dated 30 October 2018. The SCL disbursed the loan amounts to the Veer Chemicals Private Limited and in support of the loan, the sister concerns (Subsidiary Company and Step Subsidiary Companies of Veer Chemicals Private Limited) had executed a Memorandum of Entry on 28 November 2020 creating a first ranking mortgage in favour of SCL with respect to land admeasuring 66.1326 acres situated in Village Sohna and Mohammedpur Gujjar, Tehsil Sohna, District Gurgaon, Haryana ("Security Lands").

Additionally, the above-mentioned Sister Concerns have also executed a Deed of Hypothecation dated 28 November 2020, creating first-ranking charge in favour of SCL over the receivables arising from the above-mentioned security lands.

Subsequently, the debt was assigned by SCL to Standard Capital Markets Ltd., which now stands as the Financial Creditor.

Since Veer Chemicals Private Limited failed to repay its outstanding financial debt, the Hon'ble National Company Law Tribunal, New Delhi Bench-II vide its order dated 18 March 2025, admitted applications filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 ("**Code**") by Standard Capital Markets

Limited in the following matters:

- Standard Capital Markets Limited vs. Honey Builders Limited, bearing CP (IB) No. 77/2025
- Standard Capital Markets Limited vs. Symphony Realtors Private Limited, bearing CP (IB) No. 71/2025
- Standard Capital Markets Limited vs. Concord Buildwell Private Limited, bearing CP (IB) No. 75/2025
- Standard Capital Markets Limited vs. Limelight Realtors Private Limited, bearing CP (IB) No. 69/2025
- Standard Capital Markets Limited vs. Crimson Infrastructure Private Limited, bearing CP (IB) No. 41/2025
- Standard Capital Markets Limited vs. Dolphin Buildwell Private Limited, bearing CP (IB) No. 62/ND/2025
- Standard Capital Markets Limited vs. Anjaney Developers Private Limited, bearing CP (IB) No. 70/ND/2025

Pursuant to the aforesaid orders, the Hon'ble NCLT appointed Mr. Sapan Mohan Garg as the Interim Resolution Professional to conduct the Corporate Insolvency Resolution Process of the aforesaid Corporate Debtors.

Subsequently, the Hon'ble NCLT, vide its order dated 26 March 2025, admitted an application filed under Section 7 of the Code titled *"Standard Capital Markets Limited vs. Veer Chemicals Private Limited"* bearing CP (IB) No. 81/2025, and appointed Mr. Sapan Mohan Garg as the Interim Resolution Professional for the Corporate Debtor.

The copy of the order dated 18 March 2025 and 26 March 2025 was received by the RP on 26 May 2025.

Accordingly, on 28 May 2025, in terms of the provisions under Section 15 of the Code read with Regulation 6 of the CIRP Regulations, 2016, the Public Announcements in respect of the commencement of CIRP of the Corporate Debtors, were published in Financial Express (English) and Jansatta (Hindi) in Delhi region, wherein the last date for submission of claims as per Form A was 09 June 2025.

The Committee of Creditors of respective Corporate Debtors in the 1st (First) Meeting held on 25 June 2025, has confirmed the appointment of the IRP to act as the resolution professional ("**Resolution Professional**" or "**RP**") of the respective Corporate Debtors. During the first Committee of Creditors Meeting of respective Corporate Debtors, the Committee of Creditors of all the Corporate Debtors made a request to the RP to examine the possibility of consolidating the corporate insolvency resolution process of all the 8 Corporate Debtor.

During the second Committee of Creditors meetings of all the CD's the Committee of Creditors discussed the legal feasibility and procedural framework and resolved to approval for initiating group insolvency proceedings. Accordingly, an Interlocutory Application bearing I.A. No 3461/ND/2025 before the Hon'ble NCLT, New Delhi Bench-II, seeking the consolidation of the CIRP of the Corporate Debtors.

Subsequently, by the order of the Hon'ble NCLT dated 18 July 2025 read with order dated 20 August 2025, the Consolidated CIR Process of all the 8 Corporate Debtors were allowed by the Hon'ble Tribunal.

Thereafter, pursuant to the order passed by the Hon'ble NCLT on 01 September 2025 in IA No. 4293/2025 has directed that the CIRP commencement date of all 8 Corporate Debtors is deemed to be commenced on 26 May 2025.

Since the Corporate Debtors are under consolidated/ group Corporate Insolvency Resolution process pursuant to the order passed by Hon'ble NCLT dated 18 July 2025 read with order dated 20 August 2025, hence, a consolidated Committee of Creditors **("CoC"/ "COC")** has been constituted for all Corporate Debtors and to carry out the consolidation of claims under consolidated/ group CIRP and in order to remove double counting of same claim within the group / consolidated CIRP, the claim amount under borrowing entity (Veer Chemicals) has only been considered and the claim amount against guaranteeing / mortgaging/ hypothecating entity, as the case may be, has been knocked off to avoid overlapping of the claims.

Based on the eligibility criteria as approved by the CoC in the 4th meeting under consolidated / group CIRP, the Form G was published on 20 November 2025. Thereafter, to encourage greater participation of PRAs to participate in the process aiming maximization of the value of the corporate debtors, the CoC in its 6th meeting held on 07 January 2026, decided to publish Fresh Form G. Accordingly, the Fresh Form G has been published in the newspapers, *Financial Express (English) +Jansatta (Hindi) Delhi NCR and Business Standard (English + Hindi) All Editions,* on 14 January 2026.

Pursuant to the provisions of the Code and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Resolution Professional hereby issues this invitation for expression of interest **("IEOI" or "Invitation")** for submission of expression of interest **("EOI")** by interested and eligible prospective resolution applicants **("PRAs")** for acquisition of the Corporate Debtors.

2. SNAPSHOT/ BRIEF DETAILS OF THE CORPORATE DEBTORS

Corporate Debtors at Glance: -

Company Name	Veer Chemicals Pvt. Ltd.	Honey Builders Ltd.	Anjaney Developers Pvt. Ltd.	Concord Buildwell Pvt. Ltd.	Crimson Infrastructure Pvt. Ltd.	Dolphin Buildwell Pvt. Ltd.	Limelight Realtors Pvt. Ltd.	Symphony Realtors Pvt. Ltd.
Regd. No.	037859	113154	137254	130093	137256	137257	130519	126802
Co. Category	Ltd. by Shares	Ltd. by Shares	Ltd. by Shares	Ltd. by Shares	Ltd. by Shares	Ltd. by Shares	Ltd. by Shares	Ltd. by Shares
Class of Co.	Private	Public	Private	Private	Private	Private	Private	Private
Authorized Capital (Rs.)	1,24,00,000	50,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
Paid up Capital (Rs.)	1,07,25,200	5,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
Date of Incorporation	28/09/1989	15/11/2001	06/06/2005	19/10/2004	06/06/2005	06/06/2005	10/11/2004	04/06/2004
Regd. Add.	D-109, Pocket D, Mayur Vihar, Phase II, East Delhi, Delhi-110091							
Listed or not	Unlisted							
ROC Code	RoC-Delhi							

Name of Corporate Debtor	PAN	CIN
Veer Chemicals Private Limited	AAACV0756B	U74899DL1989PTC037859
Honey Builders Limited	AABCH3421Q	U45203DL2001PLC113154
Dolphin Buildwell Private Limited	AACCD1999E	U45201DL2005PTC137257
Concord Buildwell Private Limited	AACCC7729F	U45201DL2004PTC130093
Limelight Realtors Private Limited	AABCL0375K	U45201DL2004PTC130519
Crimson Infrastructure Private Limited	AACCC6243J	U45201DL2005PTC137256
Symphony Realtors Private Limited	AAJCS6913Q	U70101DL2004PTC126802
Anjaney Developers Private Limited	AAFCA2771C	U45201DL2005PTC137254

Activities carried out by Corporate Debtors: -

The Corporate Debtors are mainly engaged in the business of Real Estate Developers, to develop, furnish, construct, Industrial, Residential, Commercial, Urban Townships or Estates etc., to act as town planners and civil contractors etc.

3. KEY DETAILS AS REFERRED TO IN FORM G PUBLISHED ON 14 JANUARY 2026

Details of place where majority of fixed assets and other assets are located:

Corporate Debtors are the landowners of land (details provided hereinbelow) situated at Village Mohammadpur Gujjar and Sohna, Gurgaon, Haryana.

Installed capacity of main products/ services

As the suspended management has not provided complete land details related to land holdings of the Corporate Debtors, the RP has obtained a Title Search Report ("**TSR**") / Due Diligence ("**DD**") based on the certified copies of Jamabandi. Due Diligence reports states that based on the review of all available title documents, mutation records, the following Corporate Debtors are the lawful and recorded owners of the entire land parcels situated in the revenue estate of Village & Tehsil Sohna, District Gurugram, Haryana, subject to the respective shares and partitions as per the latest mutation and partition orders, as detailed below:

S. No.	Corporate Debtor	Area in Kanal & Marla	Area (In Acres)
1.	Anjaney Developers Private Limited	124 Kanal and 19 Marla 6 Sarsai	15.6229
2.	Concord Buildwell Private Limited	136 Kanal and 03 Marla	17.02
3.	Crimson Infrastructure Private Limited	54 Kanal and 10 Marla	6.812
4.	Dolphin Buildwell Private Limited	92 Kanal and 00 Marla	11.5
5.	Honey Builders Limited	232 Kanal and 11 Marla	29.08
6.	Limelight Realtors Private Limited	148 Kanal and 19 Marla	18.6187
7.	Symphony Realtors Private Limited	139 Kanal and 8 Marla	17.43
Total Area			**116.0836**

Joint Development Agreement

Licence No: 124 of 2014 dated 23 August 2014 granted by Directorate of Town & Country Planning, Haryana ("**DTCP**"), in favour of the Dolphin Buildwell Private Limited, Anjaney Developers Private Limited, Honey Builders Limited, Limelight Realtors Private Limited, Crimson Infrastructure Private Limited, Parsvnath SEZ Limited, Concord Buildwell Private Limited, Symphony Realtors Private Limited, Smt. Geeta w/o Sh. Devender Singh, Smt. Geetu Taneja w/o Naresh Taneja, Hightech Procon Private Limited in collaboration with Parsvnath Developers Limited for development of Residential Plotted Colony along with Group Housing component on the land admeasuring 100.36875 Acres situated in the revenue estate of village Mohmmandpur Gujjar & Sohna, District Gurgaon, Sector – 2, Sohna. Subsequently, DTCP allowed the change in developer company from Parsvnath Developers Limited to Supertech Limited, vide order dated 17 April 2015.

Licence No: 39 of 2020 dated 10 February 2020 granted by DTCP, in favour of the Honey Builders Limited, Anjaney Developers Private Limited, Dolphin Buildwell Private Limited, in collaboration with Supertech Limited, for setting up affordable plotted colony (DDJAY-2016) over an area measuring 8.59166 acres (after migration an area measuring 5.14785 acres from license no. 124 of 2014 dated 23.08.2014 along with fresh area measuring 3.44375 acres) in the revenue estate of village Sohna, Sector-2, Tehsil, Sohna, Distt. Gurugram.

Details of the Corporate Debtor's registration status as a micro, small, or medium enterprise in accordance with the Micro, Small and Medium Enterprises Development Act, 2006

The details with respect to Corporate Debtor's registration status as a micro, small, or medium enterprise in accordance with the Micro, Small and Medium Enterprises Development Act, 2006, is not available as the suspended management has not provided the said information.

4. ELIGIBILITY CRITERIA UNDER SECTION 25 (2)(h) OF THE CODE

Pursuant to the provisions of Section 25(2)(h) of the Code and Regulation 36A of the CIRP Regulations, the RP hereby issues this IEOI inviting submission of resolution plan(s) for the Corporate Debtor from eligible PRAs who fulfils the eligibility criteria, as set out below.

FINANCIAL ELIGIBILITY CRITERIA

A. Category A: Individuals

The PRA should have a minimum tangible net-worth of ***INR 200 crores*** *as on 31 March 2025, duly certified by a practicing chartered accountant of the PRA.*

If market value of the properties and assets is included in the net worth, then it should be supported by a valuation certificate from a registered valuer, net off liabilities.

B. Category B: In case of a private/public limited company, LLP, body corporate

a) *The PRA should have a minimum tangible net worth of* ***INR 200 crores****, as per the audited balance sheet for the financial year 2024-2025, duly certified by statutory auditor or practicing chartered accountant of the PRA;*

b) *Where an entity (whether a private limited company, public limited company, LLP, or other body corporate) seeks to satisfy the financial eligibility criteria by relying on the financials of another entity, such other entity shall, as of 31 March 2025, either Control the PRA, be Controlled by the PRA, or be under common Control with the PRA, in each case in accordance with the definition of "Control" set out herein.*

c) *In the event the PRA is incorporated after 31 March 2025, it may submit a certificate from a chartered accountant, demonstrating its eligibility as on quarter ended September 2025 or the latest available quarter.*

C. Category C: Financial Investors

a) *"****Financial Investors****" shall include mutual funds, private equity / venture capital funds, domestic / foreign investment institutions, non-banking finance companies, banks and similar entities, who are registered as such and permitted to be a PRA under applicable law.*

d) *The PRA should have minimum Assets under Management (AUM) of* ***INR 500 crores*** *as at the end of the financial year 2024-25, duly certified by statutory auditor of the PRA;*

D. Category D: Asset Reconstruction Companies ("ARCs"):

*The PRA should have minimum net owned funds ("****NOF****") of* ***INR 1,000 Crores****, as per the Reserve Bank of India's (RBI) guidelines under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) and RBI's Master Direction – Asset Reconstruction Companies (Reserve Bank) Directions, 2016 (updated as of April 24, 2023), duly certified by statutory auditor of the PRA;*

RBI Guideline Reference: As per paragraph 3.2.2 of the RBI Master Direction, ARCs must maintain minimum NOF of Rs. 1,000 Crores to operate as registered entities, verified through audited financial statements and an auditor's certificate.

E. Proposals by Consortium of Investors

Proposals can also be made by / with the support of a Consortium of investors subject to the following conditions:

a) *The Lead Partner (defined below) of the Consortium must have a minimum profit/voting share of 26% in the Consortium. All the other members of the Consortium would need to have a minimum profit/voting share of 10% in the Consortium.*
b) *Tangible Net Worth ("**TNW**") for a Consortium shall be calculated based on weighted average of the respective net worth of the members i.e., the aggregates of such portions of their TNW, as is proportionate to their shareholding in the Consortium, will count towards the qualification criteria of TNW under this EOI.*
c) *In case the Consortium is of Financial Investors, the Assets under Management (AUM)for a Consortium shall be calculated based on their weighted average i.e., the aggregate of such AUM as is proportionate to their shareholding in the Consortium will count towards the qualification criteria under this EoI.*
d) *In case of mix of category of members forming the Consortium, the criterion applicable to the individual members will be the criterion as applicable to the category it belongs as recalculated based on its share in the Consortium i.e., each Consortium member will satisfy the criterion applicable to its category as multiplied by its share in the Consortium;*
e) *All members of the Consortium shall have positive TNW at the end of FY 2024-25. In case any member has negative net worth as at 31.03.2025, the Consortium shall not be eligible;*
f) *A Consortium shall not be permitted to satisfy any eligibility criteria by relying on the sector specific experience, financial capacity, or other qualifications of any entity other than the Consortium members themselves. For the avoidance of doubt, the experience or qualifications of any entity that Controls, is Controlled by, or is under common Control with a Consortium member shall not be considered for the purposes of evaluating the eligibility of the Consortium;*
g) *No change in the Lead Partner or any member whose financials have been used to meet the criteria set out herein shall be permitted after the last date for submission of EOI.*

<u>SECTOR SPECIFIC EXPERIENCE CRITERIA</u>

a) PRAs must demonstrate relevant experience in the real estate sector, specifically in the development of residential and/or commercial projects.

***Experience Requirement**:*
PRA must have completed and handed over at least 10 Lakh square feet of residential or commercial projects in the immediately preceding last five financial years (from FY 2020-21 to FY 2024-25).

For this purpose, "completed and handed over" shall mean projects in respect of which the relevant completion certificate/occupation certificate (or equivalent approval) has been issued by the competent authority.

***Supporting Documents**:*
- *Project completion certificates or occupancy certificates, or other evidence from relevant authorities (e.g., municipal corporations, land or area development authorities) and*
- *A detailed list of projects completed and handed over, including location, area, and completion dates, duly certified by auditor or practicing chartered accountant of the PRA.*

b) Where an entity (whether a private limited company, public limited company, LLP, or other body corporate) seeks to satisfy the sector-specific experience eligibility criteria by relying on the experience of another entity, such other entity shall, as of 31 March 2025, either Control the PRA, be Controlled by the PRA, or be under common Control with the

PRA, in each case in accordance with the definition of "Control" set out herein.

c) *The sector specific experience eligibility criteria shall not be applicable for Asset Reconstruction Companies (ARCs).*

5. OTHER CONSORTIUM TERMS

Where the EOI is being submitted by a Consortium, the EOI, along with all undertakings submitted pursuant to this EOI shall be signed by each member of the Consortium. Each Consortium member shall separately provide all documents required to be submitted under this IEOI.

Please further note that:

a) In case of Consortium, the relevant documents will need to be provided by each member of the Consortium;
b) a person cannot be part of more than 1 (one) Consortium submitting the EOI for the Company. Further a person shall submit only 1 (one) EOI, either individually as a PRA or as a constituent of a Consortium;
c) the Consortium shall submit the copy of consortium agreement / MOU, entered into by and among the Consortium members;
d) each member of the Consortium shall nominate and authorize one member ("**Lead Partner**") to represent and act on behalf of the members of the Consortium. Such Lead Partner shall have authority to bind, represent and take decisions on behalf of the Consortium and shall be the single point of contact on behalf of the Consortium with the Resolution Professional and the CoC, their representative and advisors in connection with all matters pertaining to the Consortium;
e) all the members of the Consortium shall be jointly and severally responsible for legal compliance and compliance with the terms of the IEOI, the request for resolution plans and the relevant resolution plan.
f) if any 1 (one) member of the Consortium is disqualified under Section 29A of the Code, then the entire Consortium; i.e., all the members of such Consortium shall stand disqualified, except as otherwise permitted by the CoC in which case the CoC may permit the Lead Partner or Lead Partner and other members of the Consortium (who are not disqualified) to continue to participate in the process, subject that the other member meets the eligibility criteria;
g) The EOI must detail the members of the Consortium, the Lead Partner and the holding/proposed percentage holding of each member.
h) no dispute amongst the constituents of the Consortium (including the Lead Member), shall affect the obligations of the Consortium and/ or the members of the Consortium under the EOI, request for resolution plan or the resolution plan submitted by the Consortium.

6. NOTES:

- **For the purpose of this Invitation for EoI, please note the following definitions:**
  a) "**Control**" shall mean a company holding more than 50% (fifty percent) of the voting share capital of another company or controls the composition of the Board of Directors
  b) "**Consortium**" shall mean any person acting together with another person as a consortium/joint bidder or joint venture (whether incorporated or not) for the purpose of submission of the EOI and Resolution Plan in respect of the Corporate Debtors.
- "**Tangible Net Worth/TNW**" shall mean the aggregate value of the 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 the miscellaneous expenditure not written off, as per the audited balance sheet. Reserves created due to revaluation of assets, write-back of depreciation and amalgamation shall not be considered for the purpose of calculating Tangible Net Worth. Translation losses or gains as well as gains or losses due to "mark to market" adjustments shall also not qualify for calculation of Tangible Net Worth. Calculation of Tangible Net Worth criteria shall be duly certified by statutory auditor/ practicing chartered accountant of the PRA.

- In case PRAs are located outside India, then for the demonstration of the relevant eligibility criteria, the currency conversion rate shall be as per the reference rates published by the Reserve Bank of India on its website for different currencies. Such rate should be of the day immediately preceding the date of EOI, or as near to the date as possible (only in case the rate is unavailable on the preceding date) and the date of which the rates have been used should also be indicated in EOI.
- Entities with their financial year ending on a date other than 31 March, may demonstrate eligibility based on the latest audited annual accounts not older than 31 December 2024.
- Any entity which has been barred by the Central/ State Government/or any other relevant regulator, or any entity acting jointly or in concert or controlled by them, from operating or engaging in its business, as on the date of submission of the EOI, would not be eligible to submit the EoI, either individually or as member of a Consortium and its networth can also not be taken into consideration. In case any such prohibition is imposed after the submission of the EoI, then such applicant shall be disqualified. In case the RP or the CoC subsequently becomes aware or is made aware of any disqualification of the Prospective Resolution Applicant, then they shall have a right to disqualify such Prospective Resolution Applicant from the resolution process.
- It may be noted that eligibility criteria for inviting resolution plans is determined with the approval of CoC of the Corporate Debtor and may be amended or changed at any stage. The RP/ CoC reserves the right to cancel or modify the process and/or reject / disqualify any interested party/bid/offer at any stage of the resolution process and without any liability.

7. DISQUALIFICATION UNDER SECTION 29A

Please note that a PRA will not be eligible to submit the EOI if he / she / it or any person acting jointly or in concert with him / her / it is disqualified under Section 29A of the Code (as amended from time to time, including extant law / regulations prevailing at the time of evaluation of eligibility criteria or amendments thereafter).

The PRA shall provide an affidavit in relation to Section 29A of the Code as set out in **Annexure 'B'.** In case of a Consortium each member of the Consortium shall submit such affidavit in relation to Section 29A of the Code.

8. LAST DATE OF SUBMISSION OF EOI

The last date for submission of EOI is **30 January 2026 ("Last Date").**

Provided that the Resolution Professional may extend the Last Date, with consent / approval / ratification of the CoC (at its sole discretion). Further, the Resolution Professional may (with COC consent/ approval/ratification) has the right to accept or reject any EOI submitted after the Last Date.

9. REFUNDABLE EARNEST MONEY DEPOSIT (EMD)

Along with the EOI, the PRAs shall provide a refundable non-interest-bearing deposit (herein referred to as "**EMD**") of **INR 1Crore** by way of direct bank transfer/ deposit into the following bank account of the Corporate Debtor: -

Account Name	**: Veer Chemicals Private Limited – In CIRP**
Bank Name	**: Standard Chartered Bank**
Bank Branch	**: NOIDA SECTOR 18**
Account No.	**: 53005116729**
IFSC Code	**: SCBL0036024**

It is hereby clarified that no interest will accrue or be paid to the PRAs on such deposit. The deposit shall be refunded to the PRAs within 1 month from the date of submission of the resolution plan as per the request for resolution plan (as extended from time to time) ("**Resolution Plan Due Date**"). Provided that in case the PRA is not interested in submitting its resolution plan after submitting its EOI, CoC may allow refund of such deposit prior to the Resolution Plan Due Date.

10. SUBMISSION OF EOI

The EOI should be unconditional and should be submitted in the format attached as **Annexure 'A'**. It should be accompanied by the following documents/ information, as applicable:

a) For all PRAs - Profile of PRA including subsidiary (wholly owned subsidiary and partly- owned subsidiary if any), promoter and promoter group, parent company and ultimate parent company, key managerial personnel and board of directors
b) For all PRAs – Proof of address along with copies of certificate of incorporation / registration and constitutional documents (MoA, AoA) or other equivalent organizational documents. Copy of PAN card, GST number or equivalent documents.
c) For all PRAs - Audited financial statements of the last three years, and/or its promoter/promoter group or any other company as per eligibility criteria.
d) For all PRAs - A notarized declaration from the PRA in order to demonstrate that the such other entity either Control the PRA, be Controlled by the PRA, or be under common Control with the PRA, in case the interested party is using such entity for meeting the eligibility criteria. Please note that the PRA shall provide all relevant documents of such entity, if required to meet the eligibility criteria.
e) For all PRAs – A certificate from statutory auditor or chartered accountant certifying AUM or Tangible Net Worth, as the case may be
f) A notarised undertaking in the format attached as Annexure 'B'
g) A notarised undertaking in the format attached as Annexure 'C'.
h) A notarised confidentiality undertaking in the format attached as Annexure 'D'.
i) A notarised undertaking in the format attached in Annexure 'E'
j) General information of PRA in the format attached in Annexure 'F'
k) A list of connected persons (as defined in Section 29A of the Code) in relation to the PRA and, where applicable, in relation to each member of the Consortium.
l) A statement showing how the PRA meets the conditions laid down in the eligibility criteria along-with documents to substantiate the same.
m) A statement giving details if the PRA or any of its related parties has withdrawn from or failed to implement or contributed to the failure of implementation of any other resolution plan.
n) In case of a Consortium, the relevant documents will need to be provided by each member of the Consortium.
o) Any additional document/information asked by RP or CoC must be furnished by PRA.
p) In case of any discrepancy in the EOI submitted by a PRA in soft copy and physical form, the EOI shall be liable to be rejected. However, PRAs are permitted to submit audited financial statements and MOA/AOA documents only in soft copy.
q) The EOI and other concerned documents shall be signed by the authorized signatory of the PRA, supported by evidence of authority of such person (for instance, duly authorized and signed extract of board resolution or power of attorney, authorizing the signatory to execute the EOI) and appropriately stamped / company seal (if any) affixed by the representative of the PRA, if required. The evidence of authority must be enclosed by the PRA along with EOI.
r) The fulfilment of the eligibility conditions in the IEOI does not automatically entitle PRAs to participate in the CIRP, which will be subject to applicable laws and further conditions which may be stipulated by the Resolution Professional and/ or the CoC, at their sole discretion, including those in relation to access to virtual data room or as may be stipulated under the request for resolution plans.
s) The PRA are required to take note that under Regulation 29 of the CIRP Regulations, certain assets of the Corporate Debtors may be sold in compliance with the provisions contained therein. Nothing contained herein shall prejudice the right of the RP and the CoC to undertake any sale of any assets of the Corporate Debtors in compliance with applicable laws.
t) Any other document/information which PRA finds necessary to share or as the case may be notified by the RP from time to time.
u) All undertakings and annexures submitted along with the EOI shall be duly signed, stamped by the authorized signatory.

EOI shall be submitted in the following manner:

i. All the PRAs shall submit EOI on or before **06:00 P.M., 30 January 2026** in a plain sealed envelope superscripted as "Expression of Interest for submitting a Resolution Plan in case of **8 Veer Chemicals Group Companies"** in the name of Mr. Sapan Mohan Garg, Resolution Professional for Veer Chemicals Group Companies at C- 621, 6th Floor, Tower C, IThum, Plot No. A-40, Sector 62, Noida, UP – 20130, to following address**:-**

Mr. Sapan Mohan Garg
Resolution Professional
8 Veer Chemicals Group Companies
C-621, 6th Floor, Tower C,
IThum, Plot No A-40, Sector 62, Noida, UP -201301

and

ii. A soft copy of the EOI along with the required annexures must be emailed to cirp.veerchemicals@gmail.com in a protected PDF format and password must be shared in a separate email.

11. IMPORTANT NOTICES

a) CoC has the right to cancel or modify or withdraw or reject the process of Invitation of EOI (including the timelines) or EOI or resolution plans without assigning any reason and without any liability. This is not an offer document and is issued with no commitment.
b) CoC has the right to amend or revise the eligibility criteria, this IEOI or issue further supplements to the IEOI or require additional documents from the PRAs without assigning any reason and without any liability.
c) The Resolution Professional (with the consent / approval / ratification of CoC) reserves the right to accept any EOI submitted after the Last Date or any EOI that deviates from the requirements set out herein, and no other PRA shall have the right to object to such acceptance.
d) It may be noted that the eligibility criteria for PRA have been evolved in accordance with the provisions of the Code and CIRP Regulations. EOIs of only those interested parties who meet the eligibility and other criteria specified herein shall be considered. Resolution Professional / CoC reserve their right to reject, without being bound to do so, the EOI of any PRA and not include them in the provisional or final list of eligible PRAs in case:

i. The PRA does not meet the eligibility criteria set out herein;
ii. If the EOI submitted by the PRA is incomplete or the PRA does not submit the documents as required under this IEOI or does not submit such further documents or information as requested by the Resolution Professional for conducting due diligence on the PRA;
iii. If any information/record provided is false, incorrect, inaccurate or misleading;
iv. If in the opinion of the CoC, the PRA is undesirable or not credible or if the PRA fails to provide information, if requested, to establish its credibility, eligibility or ability to implement a resolution plan.
v. If the PRA has or any of its related parties has withdrawn from or failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Hon'ble NCLT at any time in the past.

e) The RP/CoC reserves the right to stipulate such conditions as they may deem fit in relation to the submission of a resolution plan in the interest of achieving the objectives of the Code including but not limited to the maximization of the value of the assets of the Company.
f) No oral conversations or agreements with the Resolution Professional or any official, agent or employee of the Resolution Professional, or any member of the CoC, or any official, agent or employee of the Company shall affect or modify any terms of this EOI.
g) Neither the PRA nor any of representatives of the PRA shall have any claims whatsoever against the Resolution Professional or his advisors or any member of the CoC or any of their directors, officials, advisors, agents or employees arising out of or relating to this IEOI.
h) By submitting its EOI, each PRA shall be deemed to acknowledge that it has carefully read the entire

IEOI and has fully informed itself as to all existing conditions and limitations. Ignorance of law/s will not be treated as any excuse.

i) The PRA acknowledges that the investment in the Company shall be made by the PRA on an "as is where is" basis and the RP or the CoC will not be providing any representations, warranties or indemnities for and on behalf of the Company.

j) All the EOIs received will be reviewed by RP in consultation with its advisors and CoC and CoC's advisors

k) A provisional list of eligible PRAs shall be shared in accordance with the Code and CIRP Regulations.

Issued by:

Sapan Mohan Garg
Resolution Professional
In the matter of 8 Veer Chemicals Group Companies
IBBI Regn. No.: IBBI/IPA/-002/IP-N00315/2017-18/10903
Registered Address and email id with IBBI
D-54, 1st Floor, Defence Colony, New Delhi - 110024
Email Id: sapan10@yahoo.com ;
AFA valid up to 31-Dec-2026
Address and e-mail to be used for correspondence:
C- 621, 6th Floor, Tower C, IThum,
Plot No. A-40, Sector 62, Noida, UP - 201301
Email id: cirp.veerchemicals@gmail.com

Date: 14 January 2026
Place: Noida

Mr. Sapan Mohan Garg has been granted a certificate of registration to act as an Insolvency Professional by the Insolvency and Bankruptcy Board of India, his Registration No. is IBBI/IPA/-002/IP-N00315/2017-18/10903. The affairs, business and property of 8 Veer Chemicals Group Companies are being managed by the Resolution Professional, who acts as agent of the Company only and without personal liability.

ANNEXURE ‘A’

FORMAT OF EXPRESSION OF INTEREST

[On the Letterhead of the Lead Partner/Prospective Resolution Applicant Submitting the EOI]

Date: [●]

To,
Sapan Mohan Garg
Resolution Professional
In the matter of 8 Veer Chemicals Group Companies
IBBI Regn. No.: IBBI/IPA/-002/IP-N00315/2017-18/10903
Registered Address and email id with IBBI
D-54, 1st Floor, Defence Colony, New Delhi - 110024
Email Id: sapan10@yahoo.com ;
AFA valid up to 31-Dec-2026
Address and e-mail to be used for correspondence:
C- 621, 6th Floor, Tower C, IThum,
Plot No. A-40, Sector 62, Noida, UP - 201301
Email id: cirp.veerchemicals@gmail.com

Subject: Expression of Interest (“EOI”) for submitting Resolution Plan for 8 Veer Chemicals Group Companies (“Corporate Debtors” or “Companies”) undergoing Corporate Insolvency Resolution Process (“CIRP”)

Dear Sir,

In response to the invitation for submission of expression of interest dated .... **(“IEOI”)** inviting expression of interest **(“EOI”)** for submission of resolution plans **(“Resolution Plan”)** for the Company as per the provisions of the Insolvency and Bankruptcy Code, 2016 **(“Code”)**, we confirm that we have understood the eligibility and other criteria mentioned in the IEOI and meet the necessary threshold and criteria mentioned therein and are submitting our unconditional EOI for submission of a Resolution Plan for the Company.

We understand and confirm that:

a) the EOI will be evaluated by the Resolution Professional of the Corporate Debtors along with the COC, based on the information provided in this EOI and attached documents to determine whether we qualify to submit the Resolution Plan for the Company;
b) the RP/ COC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the Resolution Plan for the Company and may reject the EOI submitted by us and not include us in the provisional or final list of eligible prospective resolution applicants;
c) the RP / the COC reserve the right to conduct due diligence on us and/or request for additional information or clarification 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 EOI;
d) meeting the qualification criteria set out in IEOI alone does not automatically entitle us to participate in the next stage of the bid process;
e) we/ our related parties have not withdrawn from or failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Hon’ble NCLT at any time in the past;
f) along with our EOI, we have also enclosed information/documents as required in the IEOI.

g) pursuant to the resolution dated [●], we have been duly authorized by our [board of directors/governing body] to undertake all such acts and deeds, as may be required or necessary for the purpose of submission of EOI.
h) [we are authorized to submit this EOI on behalf of [●], [●] (insert the name of members of the Consortium)]. (Applicable only in case EOI is being submitted by a consortium)]

For further information/ queries, please contact: _________________
Yours Sincerely,
On behalf of [Insert the name of the entity submitting the EOI] Signature: _____________________
Name of Signatory:
Designation:
Company Seal/Stamp
NOTE: The person signing the EOI and other supporting documents should be authorized signatory supported by necessary board resolutions certified /authorization letter (notarized).

ANNEXURE 'B'

UNDERTAKING UNDER THE PROVISIONS OF

SECTION 29A OF IBC, 2016

This is in relation to the ongoing corporate insolvency process of 8 Veer Chemicals Group Companies

I, [name of the chairman/managing director/director/authorized person of prospective 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 prospective resolution applicant] having registered office at [__] **("Applicant")** [pursuant to authorization of the Board of the Applicant dated [________________] (as enclosed herewith)][1] , do hereby undertake and confirm, represent, warrant and undertake that:

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 Company, pursuant to the provisions of the 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 willful 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.

d. has been convicted for any offence punishable with imprisonment –
   i. for two years or more under any Act 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. Has been disqualified to act as a director under Companies Act, 2013;

f. Is prohibited by the Securities Exchange Board of India from trading in securities or accessing the securities market;

g. Has been a promoter or in the management or control of the Company 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 the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place prior to the acquisition of the corporate debtors 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 the 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 debtors 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; and

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

4. 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 Company.

5. 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.

6. 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.

7. 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.

8. That in the event any of the above statements are found to be untrue or incorrect, then the 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 Applicant.

9. 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) 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 undertaking.

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

11. This undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the CoC to forfeit the refundable deposit in terms thereof.

Yours Sincerely,
On behalf of [Insert the name of the entity submitting the EOI] Signature: ____________________
Name of Signatory:
Designation:

Company Seal/Stamp
NOTE:

a. The Undertaking should be notarized and should be on a stamped on a stamp paper of INR 100
b. The person signing the EOI and other supporting documents should be authorized signatory supported by necessary board resolutions/authorization letter.

c. In case of Consortium applicants this undertaking shall be signed by each member.

ANNEXURE 'C'

FORMAT OF UNDERTAKING

To,
Sapan Mohan Garg
Resolution Professional
In the matter of 8 Veer Chemicals Group Companies
IBBI Regn. No.: IBBI/IPA/-002/IP-N00315/2017-18/10903
Registered Address and email id with IBBI
D-54, 1st Floor, Defence Colony, New Delhi - 110024
Email Id: sapan10@yahoo.com ;
AFA valid up to 31-Dec-2026
Address and e-mail to be used for correspondence:
C- 621, 6th Floor, Tower C, IThum,
Plot No. A-40, Sector 62, Noida, UP - 201301
Email id: cirp.veerchemicals@gmail.com

Subject: Undertaking in relation to submission of the EOI for 8 Veer Chemicals Group Companies ("Corporate Debtors" or "Companies"), currently undergoing Corporate Insolvency Resolution Process ("CIRP")

Dear Sir,

This is in relation to the ongoing corporate insolvency process of 8 Veer Chemicals Group Companies. In terms of Section 25(2)(h) of the Insolvency and Bankruptcy Code, 2016 ("**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 Company ("**RP**") has issued an invitation for expression of interest dated ________________ for inviting expressions of interest from prospective resolution applicants. One of the requirements of this invitation is that the prospective 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 prospective 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 prospective resolution applicant] having registered office at [______________] ("**Applicant**") [pursuant to authorization of the Board of the Applicant dated [____] (as enclosed herewith)][3] , do hereby undertake and confirm, represent, warrant and undertake that:

a) the Applicant has understood the eligibility and other criteria mentioned in the Invitation for submission of EOI issued by the Resolution Professional of the Company on ________________ **("IEOI")**;
b) The Applicant has and meets the necessary threshold and eligibility criteria mentioned in the IEOI;
c) The Applicant 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 IEOI and is also eligible under the Code and the rules and regulations thereunder to submit an expression of interest in respect of the Company;

[3] *To be retained only for body corporates.*

d) The Applicant is not an ineligible/disqualified person in terms of provisions of Section 29A of the Code;
e) If, at any time after the submission of expression of interest, the 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 Resolution Professional and the COC;
f) All information and records provided by the Applicant to the Resolution Professional in EOI or otherwise, are correct, accurate, complete and true and no such information, data or statement provided by us is inaccurate or misleading in any manner. The Applicant shall be solely responsible for any errors or omissions therein. Based on this information, the Applicant understands you would be able to evaluate our EOI in order to pre-qualify for the above- mentioned proposal.
g) The Applicant acknowledges that in case any information/record provided by interest is false, incorrect, inaccurate or misleading, we shall become ineligible to submit the Resolution Plan, our deposit/ bank guarantees provided along with the EOI and/or the Resolution Plan shall be liable to be forfeited, and the same shall also attract penal action under the Code.
h) The Applicant has read and understood the important notices provided in Paragraph 7 and 11 of the IEOI and the Applicant confirms their unconditional acceptance thereto.

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

Yours Sincerely,
On behalf of [Insert the name of the entity submitting the EOI]

Signature:________________________ Name of Signatory:
Designation:
Company Seal/Stamp

NOTE:
(a) The Undertaking should be notarized and should be on a stamped on a stamp paper of INR 100.
(b) The person signing the Undertaking should be an authorized signatory supported by necessary board resolutions (certified) /authorization letter (notarized).
(c) In case of Consortium applicants this undertaking shall be signed by each member.

ANNEXURE 'D'

FORMAT OF CONFIDENTIALITY UNDERTAKING
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made on this day of _____________ ____________________2026 by and between:

Mr. Sapan Mohan Garg, being a registered insolvency professional with IP Registration No.: IBBI/IPA/-002/IP-N00315/2017-18/10903, appointed as Resolution Professional **("Disclosing Party/RP")** of **8 Veer Chemicals Group Companies** ("**Company**"), undergoing corporate insolvency resolution process ("**CIRP**") under the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**"), of the **FIRST PART**;

And

____, a company incorporated in____and having its registered office at _ (the **Recipient/Resolution Applicant",** which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns) of the **SECOND PART**.

(the Disclosing Party/RP and the Recipient/Resolution Applicant hereinafter also referred to individually as a "Party" and collectively as the "Parties")

WHEREAS:

A. Vide an invitation for expressions of interest dated ______________ the RP had invited expressions of interest **("EOI")** from prospective resolution applicants for submission of resolution plans for the Company in accordance with the provisions of the Code. The Resolution Applicant, has accordingly, submitted its EOI to the RP on____________________.

B. The Resolution Applicant proposes to submit a resolution plan in respect of the Company **("Resolution Plan")** to the RP, in accordance with the Code. For the purpose of such preparation, submission and negotiation of the Resolution Plan **("Purpose")**, the RP may provide the Resolution Applicant with access to relevant information in that respect, provided that the Resolution Applicant provides a confidentiality undertaking to the RP with respect to such information provided.

C. In view of the above, the RP will be sharing the relevant information, comprising/ containing certain Confidential Information (as defined in Clause 1 below) with the Resolution Applicant and accordingly the Parties have agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing, inter-alia, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **"Confidential Information"** shall mean all information, whether in written, oral, pictorial, electronic, visual or other form, including information in the virtual data room **("VDR"),** relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company or in relation to the resolution plan process. Without prejudice

to the generality of the foregoing, Confidential Information includes, without limitation:

a) any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organisation, management, strategic initiatives and plans, policies and reports, financial position of the Company;

b) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Company or in which Company has an interest of any kind;

c) any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind;

d) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Company or in which Company has an interest of any kind;

e) any information belonging to identified third parties with whom the Company has business dealings;

f) any proposed business deals, contracts or agreements to which Company is party;

g) any information relating to disputes, litigations, proceedings filed by or against the Company;

h) the Information Memorandum in respect of the Company prepared under the provisions of the Code by the RP and information contained in VDR;

i) contents of its Resolution Plan;

j) particulars of any negotiations conducted with the Committee of Creditors on its Resolution Plan;

k) financial terms or scores of any other resolution applicant (if disclosed to the Recipient) in the course of or as process of negotiation with the Recipient.

2. The Recipient shall at all times observe the following terms:

i. it shall hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;

ii. it shall not, directly or indirectly use the Confidential Information for any purpose other than for the Purpose or for causing an undue gain or undue loss to itself or any other person;

iii. it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Disclosing Party;

iv. it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the "**Representatives**"), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the Purpose and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Agreement. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the Representatives would not discharge the Recipient from its confidentiality obligations under this Agreement. In any event, the Recipient shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the Recipient shall be deemed as breach of this Agreement by the Recipient. For the purposes of this Agreement, the term "Affiliate" shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term "Control" means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contract or otherwise. The terms **"Controlling"** and **"Controlled by"** or **"under common Control"** shall have corresponding meanings;

v. it shall use the same degree of care to protect the Confidential Information as the Recipient uses to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorized access, use, dissemination, copying, theft and/or republication of the Confidential Information;

vi. it shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);

vii. it shall immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Agreement as per Clause 10 below; or (c) a notification by the Disclosing Party, surrender and return to the Disclosing Party, all Confidential Information and any notes, memoranda or the like, including any copies or reproductions in its possession, or destroy the same in accordance with the directives of the Disclosing Party, in each case, except to the extent, retention of such Confidential Information is required under applicable law, provided that the Recipient in these cases, shall notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention;

viii. it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement or its proposal to prepare/ submit the Resolution Plan or contents of Resolution Plan in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;

ix. it shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Agreement;

x. it shall protect against any unauthorized disclosure or use, any Confidential Information of the Company that it may have access to in any manner.

3. The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
   i. is or becomes available to the public domain without breach of this Agreement by the Recipient; or
   ii. is disclosed with the prior written approval of the Disclosing Party; or
   iii. was in the possession of the Recipient prior to its disclosure to them under this Agreement from another source not under any obligation of confidentiality to the provider; or
   iv. is disclosed pursuant to any law or a court order or the stock exchange requirement provided that in the event the Recipient is required to make such disclosure pursuant to a court order / stock exchange announcement, then in that case the Recipient shall only disclose the Confidential Information to the extent required and to the extent permissible, promptly notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such Disclosure or discuss the extent of disclosure by the Recipient.

4. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Agreement or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.

5. For the avoidance of doubt, nothing in this Agreement shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).

6. The Disclosing Party makes no representation, warranty or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Recipient's right to use the Confidential Information. The Disclosing Party has not verified or audited the information and the information so provided is based on books and records available with the Company. The Disclosing Party does not take any responsibility for any decisions made by Recipient based on the information provided. The Recipient shall exercise its own diligence before making any conclusion or decision.

7. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and that damages (including, without limitation, all legal fees and expenses on asolicitor and client basis) may not

be a sufficient remedy for any breach of its obligations under this Agreement and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Agreement, in addition to and without prejudice to, any other remedies available to the Disclosing Party at law or in equity.

8. The Recipient shall indemnify and hold harmless the Disclosing Party against all losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Agreement, including but not limited to any gross negligence or willful misconduct in respect of the Confidential Information, by the Recipient and/or its Representatives.

9. The Recipient shall not, without prior written consent of the Disclosing Party, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Company or the Disclosing Party in relation to the corporate insolvency resolution process of the Company.
10. This Agreement shall be effective and shall stay in force for a period of three (3) years from the date first stated above. Upon expiry of this Agreement, the confidentiality obligations of the Parties herein shall cease, provided that payment obligations if any that may arise under this Agreement (including under the indemnity Clause 8 above) shall survive the termination of this Agreement.

11. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand - delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in a written notice to the other parties hereto.

For Disclosing Party/RP

Contact Person:
Sapan Mohan Garg
Resolution Professional
In the matter of 8 Veer Chemicals Group Companies
IBBI Regn. No.: IBBI/IPA/-002/IP-N00315/2017-18/10903
Address and e-mail to be used for correspondence:
C- 621, 6th Floor, Tower C, IThum,
Plot No. A-40, Sector 62, Noida, UP - 201301
Email id: cirp.veerchemicals@gmail.com

For Recipient/Resolution Applicant
Postal Address: ______________________________
:____ Contact Person: ____________Email : ______

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a) one (1) business day after its deposit with an overnight courier if for inland delivery; and (b) 5 (five) calendar days after it deposit with an international courier if for an overseas delivery; and (c) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not; and (iii) if sent by electronic mail, when actually received in readable form.

12. If any provision of this Agreement is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.

13. No amendments, changes or modifications of any provision of this Agreement shall be valid unless made

by a written instrument signed by a duly authorised representative of each of the Parties.

14. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.

15. Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other Party.

16. This Agreement shall be governed by and construed in all respects according to the laws of the India and, the Parties hereto agree to submit to the exclusive jurisdiction of the courts/NCLT of New Delhi.

17. This Agreement comprises the full and complete agreement of the Parties hereto as at the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements, if any, between the Parties hereto, whether written or oral, expressed or implied.

18. The Disclosing Party acknowledges that, in the ordinary course of business, the Recipient may be engaged through separate platforms in the origination of loans (including the provision of debt financing for transactions similar to the transactions contemplated herein) and syndicated bank debt, and nothing in this Agreement shall restrict such activities of such other platforms, provided that none of the Confidential Information is used or disclosed in connection therewith and such transactions are not in contravention of the Code or with the corporate insolvency resolution process of the Company.

19. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorised representatives to set their hands the day and year first above written.

Signed by/
for and on behalf of
the Disclosing Party/RP

____

Name: Mr. Sapan Mohan Garg

Designation: Resolution Professional

in the presence of

____

Name:
Designation:

Signed by
for and on behalf of
the Recipient/Resolution Applicant

____

Name:
Designation:

in the presence of

____

Name:
Designation:

NOTE:

(a) The Undertaking should be notarized and should be on a stamped on a stamp paper of INR 200.

(b) The person signing the Undertaking should be an authorized signatory supported by necessary board resolutions (certified) /authorization letter (notarized).

ANNEXURE E

UNDERTAKING UNDER REGULATION 36A (7) OF CIRP REGULATIONS, 2016

(To be notarized on stamp paper of Rs. 100)

Date:

To,
Sapan Mohan Garg
Resolution Professional
In the matter of 8 Veer Chemicals Group Companies
IBBI Regn. No.: IBBI/IPA/-002/IP-N00315/2017-18/10903
Registered Address and email id with IBBI
D-54, 1st Floor, Defence Colony, New Delhi - 110024
Email Id: sapan10@yahoo.com ;
AFA valid up to 31-Dec-2026
Address and e-mail to be used for correspondence:
C- 621, 6th Floor, Tower C, IThum,
Plot No. A-40, Sector 62, Noida, UP - 201301
Email id: cirp.veerchemicals@gmail.com

SUBJECT: UNDERTAKING FOR SUBMITTING EXPRESSION OF INTEREST PURSUANT TO REGULATION 36A(7) OF CIRP REGULATIONS, 2016

Dear Sir,

I, **[Name of PRA]**, son of / daughter of **[father's name]** aged **[Age]** resident of **[Address]**, the Deponent, do hereby solemnly affirm, states, undertake and declare as under:

A. I ___________________________________hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("**Code**").

B. That I am fully conversant with the facts and circumstances of the matter and am also duly empowered and competent to swear and affirm this affidavit.

C. That I/we meet the criteria specified by the committee under clause (h) of sub-section (2) of section 25 of the Code;

D. That we do not suffer from any ineligibility under section 29A of the Code to the extent applicable;

E. That I have understood the provisions of section 29A of the Code. I confirm that neither______________________ nor any person acting jointly _________________________ or any person who is a promoter or in the management or control of _________ or any person acting jointly with _________________________:

   a. is an undischarged insolvent;
   b. is a willful 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 debtors 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 debtors:

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:
e. is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):
f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
g. has been and/or is a promoter or in the management or control of a corporate debtors 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;
h. has executed a guarantee in favour of a creditor in respect of a corporate debtors 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).

F. I/we therefore, confirm that ______________________________ is eligible under Section 29A of the Code to submit a resolution plan for Corporate Debtors and does not suffer from any ineligibility under Section 29A of the Code.

G. I/we undertake on behalf of ____________________, that during the Resolution Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Code and the Regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) Regulations, 2016 shall be engaged in the management and control of Corporate Debtors.

H. I declare and undertake that in case __________________________ or any person acting jointly or in concert with the applicant, becomes ineligible at any stage during the Corporate Insolvency Resolution Process, it would intimate the RP forthwith on becoming ineligible.

I. I also undertake that in case ___________________________ becomes ineligible at any time after submission of the EMD/ Further deposit, then the EMD/ Further deposit would be forfeited and the same would be deposited in the account of Corporate Debtors.

J. That I confirm that every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the **[Name of Applicant]** ineligible to submit resolution plan and any sum of money deposited by way of EMD or further deposit will be forfeited, and attract penal action under the Code.

K. I also further undertake that the offer and/or resolution plan will remain binding unless rejected by the CoC and/or Adjudicating Authority.

L. That I am duly authorized to submit this declaration by virtue of [state where the authority is drawn from].

M. That I________________________ undertake to the effect that I 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.

Yours Sincerely,
On behalf of [Insert the name of the entity submitting the EOI]

Signature:_________________________Name of Signatory:
Designation:
Company Seal/Stamp

NOTE:

(a) The Undertaking should be notarized and should be on a stamped on a stamp paper of INR 100.

(b) The person signing the Undertaking should be an authorized signatory supported by necessary board resolutions (certified) /authorization letter (notarized).

(c) In case of Consortium applicants this undertaking shall be signed by each member.

ANNEXURE – F
GENERAL INFORMATION OF PRA

1. **Name and Address of the PRA:**
   a) Name:
   b) Registered and Corporate Address:
   c) Telephone No:
   d) Email:

2. **Date of Incorporation:**

3. **Constitution of the PRA**

4. **A statement showing how the PRA meets the conditions laid down in the eligibility criteria along-with documents to substantiate the same.**

5. **Past experience in acquisition / turnaround of stressed assets (if any):**

6. **Overview of management:**

   a) Contact Person:
   b) Name:
   c) Designation:
   d) Telephone No:
   e) Email:

7. **Profile of Resolution Applicant and includes:**
a) Company Financial Profile (Consolidated/standalone as applicable):
b) Experience of the Company in the relevant sector:

8. **PAN No. or equivalent details of the Applicant:**

9. **History if any, of the Company or affiliates of the Company being declared a 'willful defaulter', 'non-cooperative borrower' and / or 'non- performing asset'**

10. **Ownership Details of Resolution Applicant**

11. **Proof of Identity and Address of Resolution Applicant**

Yours Sincerely,
On behalf of [Insert the name of the entity submitting the EOI] Signature: ______________________
Name of Signatory:
Designation:
Company Seal/Stamp
NOTE: The person signing the EOI and other supporting documents should be authorized signatory supported by necessary board resolutions certified /authorization letter (notarized).

In case of a consortium, the names of all the consortium members to be mentioned, together with identification of the lead member, who will submit the EOI and other documents. Accordingly, the aforesaid 'Details of the Prospective Resolution Applicant' should be filled for each member of the consortium.

DISCLAIMER

This Invitation for Expression of Interest to submit resolution plans ("**Invitation for EoI**") in respect of Veer Chemicals Private Limited, Honey Builders Limited, Dolphin Buildwell Private Limited, Concord Buildwell Private Limited, Limelight Realtors Private Limited, Crimson Infrastructure Private Limited, Symphony Realtors Private Limited and Anjaney Developers Private Limited ("**Corporate Debtors**") has been issued by the resolution professional ("**RP**") of the Corporate Debtors, acting on the instructions of the committee of creditors of the Corporate Debtor ("**CoC**") in compliance with the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**") read with regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**") solely for general information purposes only, without regard to any specific objectives, suitability, financial situations and needs of any particular person. This document does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or 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 for EoI, 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. It is hereby clarified that if any resolution plan (or the terms thereof) which is received by the RP is not pursuant to or in accordance with the provisions of this Invitation for EoI and/or such plan is not in accordance with the terms and conditions set out in this Invitation for EoI, then such resolution plan shall not be considered eligible for evaluation by the CoC. By accepting this Invitation for EoI, the recipient acknowledges and agrees to the terms set out in this Invitation. This document is personal and specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India.

The information contained in this Invitation for EoI and subsequently disclosed pursuant to the terms hereof has been collated from information available with the RP for the preliminary reference of the recipients in making their own evaluation of the Corporate Debtor and does not purport to be accurate, comprehensive or complete. All information provided herein and/or subsequently disclosed pursuant to the terms hereof has been provided by the Corporate Debtor and has not been independently verified by the RP or the CoC. All recipients should conduct their own diligence, investigation and analysis of the Corporate Debtor, and the data set forth in this document or otherwise provided. It is hereinafter clarified that no representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by the RP or the CoC in relation to the accuracy, fairness, authenticity or completeness of this document or any other written or oral information made available to any interested party or its advisers and any such liability is expressly disclaimed. By placing a resolution plan upon conducting its independent diligence of the information disclosed in pursuant to this Invitation for EoI, the resolution applicant acknowledges and undertakes that it would not raise the veracity of any information provided herein as a defence in any proceeding or before any forum. Moreover, there would also be no liability of the RP or the CoC for the information and the process provided herein.

The RP or the CoC give no undertaking to provide the recipient with access to any additional information or to update this Invitation for EoI or any additional information, or to correct any inaccuracies in it which may become apparent. The issue of this Invitation for EoI shall not be deemed to be any form of commitment on the part of Corporate Debtor, the RP or the CoC to proceed with any transaction nor does it constitute an offer for sale or purchase or otherwise.

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