

EOI DOCUMENT/ BID PROCESS DOCUMENTS
FOR
INVITATION FOR EXPRESSION OF INTEREST
TO SUBMIT RESOLUTION PLAN
FOR
LOGIX INFRASTRUCTURE PRIVATE LIMITED
(Under Regulation 36A (1) of Insolvency & Bankruptcy Board of India
(Insolvency Resolution Process for Corporate Persons) Regulations, 2016
Under Case No. (IB)-237(ND)/2023

Issued by

PAWAN KUMAR GOYAL

Resolution Professional in the matter of

Logix Infrastructure Private Limited

Registration Number: **IBBI/IPA-001/IP-P00875/2017-18/11473**

Reg. email: ca.pawangoyal@gmail.com

Comm. Email: cirp.logixinfrastructure@gmail.com

304, D.R. Chamber, Opp. PP Jewellers,
12/56, D.B. Gupta Road, Karol Bagh, New Delhi-110005

Place: Delhi

Date: 14.10.2023

DISCLAIMER

This Invitation for Expression of Interest to submit Resolution Plan is issued by **Pawan Kumar Goyal**, Insolvency Professional, (“IP”) having Registration No: **IBBI/IPA-001/IP-P00875/2017-18/11473**, appointed as the Interim Resolution Professional (IRP)/ Resolution Professional (RP) of **Logix Infrastructure Private Limited** (Corporate Debtor or CD), acting on the instructions of Committee of Creditors (CoC) of the Corporate Debtor for general information purposes only, without regard to any specific objective, suitability, financial situations and needs of any particular person. This document does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or as a prospectus, offering circular or offering memorandum or an offer to sell or issue or the solicitation of an offer to buy or acquire securities or assets of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. No part of this Invitation, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever. Nothing in this document is intended by the RP to be construed as legal, accounting, financial, regulatory or tax advice. It is clarified that if any resolution plan or the terms thereof, which is received by the RP is not pursuant to or in accordance with the provisions of this Invitation and/ or such plan is not in accordance with the terms and conditions set out in this Invitation, then such resolution plan may not be considered eligible for evaluation by the CoC. By accepting this Invitation, the recipient acknowledges and agrees to the terms set out in this Invitation. This document is specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India. This document is neither an agreement nor an offer by the resolution professional or the members of CoC to the resolution applicant(s) or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in submission of Expression of Interest to submit the resolution plan with respect to the Corporate Debtor.

Recipients of the data / information are suggested to exercise their own judgment and verify facts and information before taking any decision without any recourse to the RP or any of the professionals engaged by the RP. The RP is not in a position to evaluate the reliability or completeness of the information obtained. Accordingly, the RP cannot express opinion or any other form of assurance to the recipient of this Memorandum on the historical or prospective financial statements, management

representations or other data of the Corporate Debtor included in or underlying the accompanying information.

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

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

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

directors, employees, agents and other representatives do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is expressly disclaimed. The issue of this document does not imply that the RP or the members of CoC are bound to select an applicant as a “successful/shortlisted prospective resolution applicant” post submission of Expression of Interest. This document is neither assignable nor transferable by a resolution applicant. Each applicant shall bear all its costs associated with or relating to the preparation and submission of its Expression of Interest, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Resolution Professional or CoC or any other costs incurred in connection with or relating to its Expression of Interest.

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

Invitation for Expression of Interest to submit Resolution Plan(s) pursuant to Regulation 36A of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

Basic Details

Name of Corporate Debtor : LOGIX INFRASTRUCTURE PRIVATE LIMITED.

CIN : U72200DL2008PTC172835

PAN : AABCL4533H

Reg. office : LEVEL 3, VASANT SQUARE MALL, POCKET V, SECTOR B, VASANT KUNJ, NEW DELHI 110070. (Earlier Registered office situated at D-75, Nangal Dewat, Vasant Kunj, New Delhi 110070

Project : Blossom County, Plot No 2, Sector 137, Noida (UP)

BACKGROUND:

LOGIX INFRASTRUCTURE PRIVATE LIMITED (“Corporate Debtor”, “LIPL”) is a Private Limited Company incorporated on 17.01.2008. It is classified as non-govt company and is registered at Registrar of Companies, Delhi. Its authorized share capital is Rs. 46,00,00,000 and its paid-up capital is Rs. 10,01,00,000. The Company is engaged in the business of Real estate development and construction.

As per records of the Ministry of Corporate Affairs (MCA), last filed financial statements are for the year ending 31.03.2020 and last Annual General Meeting was held on 30.12.2020.

MASTER DATA AT MCA SITE

Company/LLP Master Data

CIN	U72200DL2008PTC172835
Company Name	LOGIX INFRASTRUCTURE PRIVATE LIMITED
ROC Code	RoC-Delhi
Registration Number	172835
Company Category	Company limited by Shares
Company Sub Category	Non-govt company

Class of Company	Private
Authorised Capital (Rs)	460000000
Paid up Capital (Rs)	100100000
Number of Members (Applicable in case of company without Share Capital)	0
Date of Incorporation	17/01/2008
Registered Address	LEVEL 3, VASANT SQUARE MALL, POCKET V, SECTOR B, VASANT KUNJ, NA NEW DELHI South Delhi DL 110070 IN
Address other than R/o where all or any books of account and papers are maintained	PLOT NO- GH-02, SECTOR-137, NODIA UP 201305 IN
Email Id	legal@logixinfrastructure.com
Whether Listed or not	Unlisted
ACTIVE compliance	ACTIVE compliant
Suspended at stock exchange	-
Date of last AGM	31/12/2020
Date of Balance Sheet	31/03/2020
Company Status (for e filing)	Active
Status under CIRP (if applicable)	Under Corporate Insolvency Resolution Process

Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
Immovable property or any interest therein; Book debts	600000000	13/06/2013	-	CLOSED
	250000000	05/06/2015	10/06/2015	CLOSED
	1700000000	15/02/2014	11/03/2014	CLOSED

Immovable property or any interest therein; Book debts; Escrow, Land DSR, DSR, Cash flows, insurance etc	200000000	28/06/2016	-	CLOSED
	1000000000	20/03/2010	19/02/2011	CLOSED
Immovable property or any interest therein; Book debts; Movable property (not being pledge)	1000000000	24/02/2011	-	CLOSED
Immovable property or any interest therein; Book debts	1250000000	16/07/2012	-	CLOSED
Immovable property or any interest therein; Book debts; Escrow, Land DSR, DSR, Cash flows, insurance etc	200000000	14/12/2016	-	CLOSED

Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
<u>08639110</u>	MANISHANKAR SINGH	24/01/2023	-	
<u>10085237</u>	NAVLESH SINGH	04/03/2023	-	

MSME STATUS

As per details and available information, corporate debtor is not registered as MSME.

CORPORATE INSOLVENCY RESOLUTION PROCESS (CIRP) OF LOGIX INFRASTRUCTURE PRIVATE LIMITED

The Hon'ble Adjudicating Authority, National Company Law Tribunal, Delhi initiated Corporate Insolvency Resolution Process (CIRP) of M/s Logix Infrastructure Pvt. Ltd. (LIPL) vide its order dated 14.07.2023 under case No. **(IB)-237(ND)/2023** on application of **M/s Experts Realty Professionals Pvt. Ltd.** u/s section 7 of Insolvency & Bankruptcy code, 2016, upon default of

financial debt. The Hon'ble Adjudicating Authority inter alia appointed Mr. Pawan Kumar Goyal, Insolvency Professional, having registration No. IBBI/IPA-001/IP-P00875/2017-18/11473 as Interim Resolution Professional (**IRP**). IRP has collated the claim of creditors till last date for submission of claims as per public announcement i.e, 28.07.2023, and constituted Committee of Creditors (**CoC**) of Logix Infrastructure Pvt Ltd consists of Financial Creditors, in terms of provision of Insolvency and Bankruptcy Code, 2016. Further class of creditors (Home buyers) of Corporate Debtors nominated IP Mr. Vinod Kumar Chaurasia having registration NO. IBBI/IPA-001/IP-P00100/2017-18/10200 as their Authorise Representative. The Hon'ble Adjudicating Authority vide order dated 16.08.2023 has appointed IP Mr. Vinod Kumar Chaurasia as Authorised Representative for the class of creditors- Home Buyers in terms of sub section 6A of section 21 of Insolvency & Bankruptcy code, 2016 to represent them in the CoC.

IRP had conveyed first meeting of CoC on 12.08.2023, wherein IRP has been appointed as Resolution Professional (**RP**) by Committee of Creditors in terms of section 22 of Code to conduct CIRP. Hon'ble Adjudicating Authority confirmed the appointment of IRP as RP in its hearing on 29.08.2023.

Inviting Expression of Interest (EOI) from Prospective Resolution Applicants for Resolution Plans for Logix Infrastructure Pvt Ltd.

It is the duty of RP to invite EoI for submission of Resolution Plans from eligible Perspective Resolution Applicant (PRAs) for Corporate Debtor in terms of Section 25(2)(h) of IBC 2016 read with Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**").

The RP with consultation / approval of Committee of Creditors in its meeting held on 07.10.2023 (evoting concluded on 11.10.2023) has finalized eligibility criteria for PRA and other terms and conditions of EoI and BID process documents.

BRIEF NOTE ON BUSINESS ACTIVITY OF CORPORATE DEBTOR.

Logix Infrastructure Private Limited (Corporate Debtor) taken on lease group housing Plot no 2, Sector 137, Noida, Uttar Pradesh, measuring 99771.36 sq. mt. from New Okhla Industrial

Development Authority (NOIDA) vide lease deed dated 29.01.2010 and launched the residential project Blossom County.

About the Project:

The Project comprises of 17 Towers along with Clubhouse & Commercial Shops.

As per details and information received, total number of 2,384 Residential Units & 8 Commercial Units were constructed in the Project and all the units were booked/sold before the commencement of CIRP. However, the actual details of units booked/sold /unsold/receivable is yet to be verified since all the records of the company are not yet received.

Further the Occupancy Certificate from Noida Authority has been received for 10 towers (D, E, F, G, H, I, J, O, P & Q) & Deemed Occupancy on the basis of RERA Order dated 16/09/2019 for remaining 7 towers (J1, K, L, M, N, A & C).

Possession of most of the units was handed over to the purchasers before CIRP date. However, in the absence of approval from NOIDA due to pending lease dues, the sub lease deed was executed only for 491 units (details as per Noida Authority website).

Further on the basis of details and information received, some works related to the Renovation works of building like plaster repairing, paint, expansion joint, water proofing, rain water harvesting, pump room, internal load repair, club lift operation, STP, overhead tanks, lift capacity, additional electricity load etc. are pending. Further allottees are also expecting additional facilities including temple.

The view of project is as under:





SPECIAL TERMS AND CONDITIONS

Notwithstanding anything mentioned here RP or Committee of Creditors through RP is having right to modify terms and conditions of this document, at any time.

SUBMISSION OF EoI:

The PRA(s) submitting the EoI should meet the Eligibility Criteria as set out in “**Annexure - A**” hereto. EoI shall be submitted in the prescribed format as set out in “**Annexure - B**” hereto along with the supporting documents as set out in “**Annexure - C**” and the details of PRA as set out in “**Annexure - D**” hereto.

EoI in the prescribed format and the annexures along with the refundable deposit as set out below should be submitted on or before the timelines given in form G in a sealed envelope at the below-mentioned address through speed post / registered post or by hand delivery.

A soft copy of EoI along with above stated annexures to be sent over email to cirp.logixinfrastructure@gmail.com,

The sealed envelope should be super-scribed as “**Expression of Interest for LOGIX INFRASTRUCTURE PRIVATE LIMITED**” and should be sent to:

Pawan Kumar Goyal

Resolution Professional of M/s LOGIX INFRASTRUCTURE PRIVATE LIMITED

Registration Number: IBBI/IPA-001/IP-P00875/2017-18/11473

Office: 304, D R Chamber, 12/56, D B Gupta Road, Karol Bagh, New Delhi-110005

Email : cirp.logixinfrastructure@gmail.com,

REFUNDABLE DEPOSIT (Refundable EMD):

Along with EOI, the PRA shall deposit a refundable process participation deposit (Refundable EMD) of **Rs Fifty Lacs only**, by way of Demand Draft / Bankers Cheque / Pay order/ Transfer of fund by RTGS/NEFT /Financial Bank Guarantee in the name of 'LOGIX INFRASTRUCTURE PVT LTD' payable at par, which will be refundable to all the PRAs as per provision of I & B code, terms of Eoi and terms of Request for Resolution Plan (RFRP).

The Bank details are as under:

Name: LOGIX INFRASTRUCTURE PVT LTD

Bank name: BANK OF MAHARASHTRA

A/C No.: 60393213208

IFSC: MAHB0001420

Branch: B-1, A/32, Sector 51, Noida, Uttar Pradesh - 201302

The Refundable Deposit shall be refunded (without interest) / the Financial Bank Guarantee shall be returned within 30 days of the following:

- (a) Withdrawal of the PRA from the resolution plan process (where such withdrawal is notified to the RP in writing) before submission of resolution plan;
- (b) PRA failing to submit the resolution plan by the due date as specified by the RP for submission of resolution plan;
- (c) Where the Resolution Plan submitted by the PRA is not approved by the CoC at its meeting held for that purpose.

Exception: Where the resolution plan of the resolution applicant is approved by Adjudicating Authority, the process participation deposit provided by the said "Successful Resolution Applicant" shall be adjusted towards payment due as per the approved Resolution Plan.

SUBSEQUENT EVENT DATES

1.	Date of issue of final list of prospective resolution applicants	24.11.2023
2.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	25.11.2023
3.	Last date for submission of resolution plans	26.12.2023
4.	Estimated date for submission of resolution plan to the Adjudicating Authority for approval	Before 10.01.2024.

LAST DATE OF SUBMISSION OF EOI:

Please refer form G.

Pawan Kumar Goyal

Resolution Professional of M/s LOGIX INFRASTRUCTURE PRIVATE LIMITED

Registration Number: IBBI/IPA-001/IP-P00875/2017-18/11473

Office: 304, D R Chamber, 12/56, D B Gupta Road, Karol Bagh, New Delhi-110005

Email : cirp.logixinfrastructure@gmail.com,

Notes:-

- i. In case the last day for submission of EoI as per Form G happens to be a holiday in Delhi, the next working day will be deemed as the last date for submission of EoI.
- ii. Other relevant dates are given in Form G for inviting EoI to submit Resolution plan which was published on 14.10.2023 in Financial Express - English Edition - Delhi NCR and Jansatta - Hindi Edition – Delhi NCR, as published on web site of <https://ibbi.gov.in/en> and on website of company at <https://logixinfrastructure.in/>.
- iii. Access to Information Memorandum (IM), data room for due-diligence (DD) and other relevant information will be provided to qualified and shortlisted PRAs after receiving a confidentiality undertaking as per Section 29 (2) of the IBC 2016 and an undertaking under Regulation 36A (7) of

the CIRP Regulations. The undertakings to be submitted by the PRA is set out in “**Annexure - E 1**” and “**Annexure - E 2**” hereto.

iv. The PRA to this invitation should satisfy the eligibility norms as specified under Section 29A of IBC 2016. The declaration to be submitted by the PRA under Section 29A of IBC 2016 is set out in “**Annexure - F**” hereto.

v. For any clarifications, please write to email: cirp.logixinfrastructure@gmail.com

OTHER TERMS AND CONDITIONS:

- i. The Invitation for EoI is not an offer or invitation for sale or the solicitation of an offer to buy, purchase or subscribe to any securities, if any, of **LOGIX INFRASTRUCTURE PRIVATE LIMITED**.
- ii. CoC / RP reserves the right to withdraw EoI and / or cancel the Resolution Plan process at any stage. Mere submission of the EoI shall not create any rights in favour of the PRA and the decision of the CoC / RP regarding the resolution plan process shall be final and binding on all parties.
- iii. **The CoC / RP further reserve the right to:**
 - a. amend, extend, vary or modify the terms and conditions regarding submission of Resolution plan, including but not limited to Evaluation Matrix, Eligibility Criteria, timelines regarding submission of the Resolution Plan;
 - b. Disqualify and / or reject any PRA at any stage of the bid process without assigning any reason and without any liability, including any tortious liability. Amendments / Clarifications / Information regarding extension, if any, of time for submission of EoI shall be uploaded on the website.
 - c. RP and CoC has right to sought further documents/ information under EoI.

- d. All interested parties should obtain information from Resolution Professional, Pawan Kumar Goyal, via email Email : cirp.logixinfrastructure@gmail.com and should keep themselves updated regarding the same.
- e. No agreement(s) with RP or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the RP or LOGIX INFRASTRUCTURE PRIVATE LIMITED or any member of the CoC or verbal communication by them shall affect or modify any terms of this EoI.
- f. No claims against the RP or LOGIX INFRASTRUCTURE PRIVATE LIMITED or any member of the CoC or any of their official, representative, affiliates, associate, advisor, agent, director, partner or employee would arise out of this EoI.
- g. By submitting a EoI/proposal, each PRA shall be deemed to acknowledge that it has carefully read the entire EoI including its terms and conditions & evaluation matrix and has fully informed itself as to all the existing conditions and limitations.

Pawan Kumar Goyal

Resolution Professional of M/s LOGIX INFRASTRUCTURE PRIVATE LIMITED

Registration Number: IBBI/IPA-001/IP-P00875/2017-18/11473

Office: 304, D R Chamber, 12/56, D B Gupta Road, Karol Bagh, New Delhi-110005

Email : cirp.logixinfrastructure@gmail.com,

Attachments: Annexures - **A to H**

ANNEXURES

ANNEXURE A - Eligibility Criteria

ANNEXURE B - Format of Expression of Interest (EoI)

ANNEXURE C - Supporting Documents required to be submitted with EoI

ANNEXURE D - Details of the Potential Resolution Applicant (PRA)

ANNEXURE E 1 - Format of Confidentiality Undertaking

**ANNEXURE E 2 - Format of Undertaking under Regulation 36A (7) of the IBBI
(CIRP) Regulations, 2016**

ANNEXURE F - Format of Declaration under Section 29A of IBC

ANNEXURE G - Form G and subsequent event date

ANNEXURE H – Format of Bank Guarantee

ANNEXURE - A

ELIGIBILITY CRITERIA

(I) Eligibility Criteria as approved by the CoC under Section 25 (2) (h):-

The eligibility criteria of Prospective Resolution Applicant (Person) for submission of Expression of Interest (EOI) for **LOGIX INFRASTRUCTURE PRIVATE LIMITED** is as follows:

- 1) **Category A - For PRAs that are Corporates- Private/ Public Limited Company, LLP, body corporate whether incorporated in India or outside India, Individual investor/ AOP including Consortium thereof**

Minimum Tangible Net worth (TNW) of **INR 15 Crore (Rs Fifteen Crore Only)** as on 31st March, 2023 or latest available financial statements, but not earlier than twelve months from the date of submission of EoI.

Consortium can have a maximum of **Two Members**.

Tangible Net Worth shall be aggregate value of paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred revenue expenditures and miscellaneous expenditure not written-off. The reserves do not include capital reserves created out of revaluation of assets and write back of depreciation and amalgamation;

In case of individual, Net Worth of as on 31st March, 2023, as certified by a practicing Chartered Accountant. Individual investor to include HUFs and family trusts.

- 2) **Category B - For PRAs that are Financial Investors- Foreign Institutional Investors (FII) /Mutual Funds / Private Equity/ Venture Capital Funds, Domestic/ Foreign Investment institutions, Non-Banking Finance Companies (NBFC), Asset Reconstruction Companies, Banks and similar entities**

Minimum Asset Under Management (“AUM”) or funds deployed of **INR 50 Crore** as on 31st March, 2023 or latest available financial statements, but not earlier than twelve months from the date of submission of EOI.

Consortium can have a maximum of **Two Members**.

Notes

- Please note that a Prospective Resolution Applicant with negative tangible net-worth shall not be qualified under any category(ies) mentioned above.
- None of the Prospective Resolution Applicant(s), should attract any of the in-eligibilities enlisted under provisions of Section 29A of IBC.
- **EARNEST Money Deposit (EMD): Interest free and Refundable, EMD of INR 50 Lacs (Rs. Fifty Lacs Only) to be submitted by all applicants.**
- In case of consortium, following conditions must be satisfied.
 - a) The consortium agreement to be submitted with EoI,
 - b) All members in the consortium shall be jointly and severally responsible for compliances with the terms of the invitation for EoI, RFRP etc.
 - c) Aggregate Net worth of Consortium of persons shall be considered for calculation of their net worth.
 - d) Each member of the consortium shall nominate and authorize the lead partner to represent and act on behalf of the members of the consortium.
 - e) A person can be a member of one consortium only.

(II) Compliance with provisions of Section 29A of IBC 2016:-

- i. The PRA must be eligible to submit Resolution Plan in accordance with the provision of Section 29A of IBC 2016. For this purpose, the PRA should give a declaration supported by an affidavit as set out in “**Annexure F**” hereto, stating that it does not suffer from any disqualifications provided in Section 29A of IBC 2016. In the case of PRAs submitting the Resolution Plan jointly, the declaration and affidavit will have to be submitted by each such RA separately.

- ii. However, a PRA suffering from a disqualification under Section 29A(c) may submit a Resolution Plan, provided that he pays all overdue amounts with interest thereon and charges relating to non-performing asset account before submission of the resolution plan and that it will submit a written acknowledgment of such payment at least one (1) day before the last day for the submission of the Resolution Plan.

ANNEXURE - B

FORMAT OF EXPRESSION OF INTEREST (EoI)

To,

Pawan Kumar Goyal

Resolution Professional of M/s LOGIX INFRASTRUCTURE PRIVATE LIMITED

Registration Number: IBBI/IPA-001/IP-P00875/2017-18/11473

Office: 304, D R Chamber, 12/56, D B Gupta Road, Karol Bagh, New Delhi-110005 Email:

cirp.logixinfrastructure@gmail.com, ca.pawangoyal@gmail.com

Subject: Expression of Interest (EoI) for LOGIX INFRASTRUCTURE PRIVATE LIMITED

Dear Sir,

In response to your public advertisement in Financial Express/ Jansatta, Web site of Insolvency & Bankruptcy Board/ _____(mentioned name of any other newspaper) under prescribed Form G dated (Published on) for inviting EOI to submit a Resolution Plan for **LOGIX INFRASTRUCTURE PRIVATE LIMITED**, we hereby submit our unconditional EOI.

We have attached the supporting documents required to be submitted with EOI as provided by Resolution Professional vide email or _____downloaded from given link _____ or any other mode _____or website _____as provided by Resolution Professional (write whichever is applicable).

The information furnished by us in this EOI and the supporting documents is true, correct and accurate to the best of our knowledge.

We understand that based on this information, you and the Committee of Creditors (CoC) of **LOGIX INFRASTRUCTURE PRIVATE LIMITED** would be able to review and evaluate our EOI for submitting the Resolution Plan.

We, however, understand that Mr. Pawan Kumar Goyal, RP for **LOGIX INFRASTRUCTURE PRIVATE LIMITED** and the COC reserve their right to decide whether or not, we are eligible for

submitting the Resolution plan for **LOGIX INFRASTRUCTURE PRIVATE LIMITED** without disclosing any reason whatsoever and without any liability.

Thanking you,

On behalf of the firm / company / organization:

Signature:

Name of signatory: Designation:

Company Seal / Stamp:

Place:

Date:

Enclosures: Annexures

ANNEXURE - C

SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED WITH EoI

1. Profile of PRA including its group entities and its Board of Directors/ Partners/ Member.
2. Legal Documents: Copies of Incorporation and Constitutional Documents such as Memorandum and Articles of Association, Certificate of Registration, Partnership Agreement / Deed, LLP Agreement, etc.)/ Consortium Agreement of PRA.
3. Certified true copies of latest Audited financial statements, which should not be **prior to 31st March, 2023** of the PRA and / or its promoters / promoter group, or any other group company as per eligibility criteria.
4. The PRA shall also provide all the relevant documents in respect of its promoter / promoter group or any other group company if required to meet the eligibility criteria. The PRA shall provide a Net worth Certificate duly certified by a Chartered Accountant.
5. Undertakings in the format attached as “**Annexure E 1**” and “**Annexure E 2**”, duly executed by the Authorised Representative of the PRA on the stamp paper of adequate value.
6. Declaration / Affidavit under Section 29A of the IBC, 2016 in the format attached as “**Annexure F**”, duly executed by the Authorised Representative of the PRA on the stamp paper of adequate value.
7. A list of connected persons of the PRAs (including each member of the Consortium), as defined under Section 29A of the IBC 2016.
8. A statement showing how the PRA meets the conditions laid down in the eligibility criteria along with evidence / supporting documents to substantiate the same including statement of disclosure giving details whether the resolution applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the adjudicating authority at any time in the past under the Code.
9. In the case of a Consortium, the relevant documents will need to be provided by each member of the Consortium.
10. Demand Draft / Bankers cheque / Transfer of Fund by RTGS/NEFT/ Bank Guarantee for the Refundable Deposit (Refundable EMD) of Rs.....lakh (Rslakh).

11. Any other documents / information which PRA finds necessary to share or as may be notified by the RP from time to time.

12. Board Resolution, authority letter or such other document authorizing the authorised representative to execute and submit the EOI along with the supporting documents.

ANNEXURE – D

DETAILS OF THE PROSPECTIVE RESOLUTION APPLICANT (PRA)

1. Name and address:

Name:

Address (with proof):

Telephone No.:

Fax No.:

Email:

2. Date of establishment of RA / Promoter Group and copies of documents:

3. Core area of expertise of RA:

4. Contact Person:

Name:

Designation:

Telephone No:

Mobile No.:

Email:

5. PAN No. and / or CIN No. and / or Aadhar No. or equivalent details of PRA and copies of documents:

6. Bank account details

Account No

Account Name

Bank Name

Bank Branch & Address

IFSC Code

Type of account

7. Company / FI Profile:

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

(Note: The Company profile should necessarily include the tangible net-worth and the revenue numbers of the preceding three (3) years. Where the entity submitting the EOI is a financial investor / fund entity, please provide details pertaining to “assets under management” and / or “committed funds” for the preceding three (3) years or the committed funds available as on 31st March 2023 or latest date for investment. Further, the fulfillment of eligibility criteria must be clearly identified / certified herein)

b) Experience of the Company in the relevant sector(s).

c) History if any, of the Company or affiliates of the Company being declared a ‘wilful defaulter’ or ‘non-cooperative borrower’ or ‘non-impaired asset’ or ‘non-performing asset’.

(Note: In case of a consortium, the details set out above are to be provided for each of the members of the consortium)

ANNEXURE - E 1

CONFIDENTIALITY UNDERTAKING

[To be printed by the counter party on the stamp paper of appropriate amount as per the applicable stamp act]

(The execution of this undertaking must be authorized by a duly passed Resolution of the Board of Directors of the PRA)

To,

Pawan Kumar Goyal

Resolution Professional of M/s LOGIX INFRASTRUCTURE PRIVATE LIMITED

Registration Number: IBBI/IPA-001/IP-P00875/2017-18/11473

Office: 304, D R Chamber, 12/56, D B Gupta Road, Karol Bagh, New Delhi-110005

Email: cirp.logixinfrastructure@gmail.com, ca.pawangoyal@gmail.com

Sub: Confidentiality Undertaking under section 29 of the Insolvency & Bankruptcy Code, 2016 and regulation 36A and 39(1) of the Insolvency and Bankruptcy Board of India (Insolvency Process for Corporate Persons) Regulations, 2016

Dear Sir,

I/We, [_____], acting through Mr./Ms. [_____ *insert name of the authorised person*], the authorized signatory / authorized representative (“_____”, which expression shall, unless repugnant to the context, include its successors, legal representatives, permitted assigns and administrators in business) understand that:

1. Pursuant to the terms of the Code read with the Insolvency and Bankruptcy Board of India (Insolvency Process for Corporate Persons) Regulations, 2016 (“*CIRP Regulations*”), the invitation of resolution plans from Prospective Resolution Applicants by the Resolution Professional under Regulation 36A(7) of the CIRP Regulations, each Prospective Resolution Applicant shall submit an expression of interest which will be unconditional and be accompanied by an undertaking in accordance with the Code and the CIRP Regulations, to the effect that such applicant, *inter alia*, maintains confidentiality of the information.
2. Further, in terms of Regulation 39(1)(c) of the CIRP Regulations, the Prospective Resolution Applicant shall submit the Resolution Plan along with an undertaking that every information and records provided in connection with or in the resolution plan is true and correct and discovery of false information and record at any time will render the applicant ineligible to continue in the Corporate Insolvency Resolution Process, forfeiture of any refundable deposit, and attract penal action under the Code.

3. Further, in terms of Regulation 36(4) of the CIRP Regulations, the Resolution Professional shall share the INFORMATION MEMORANDUM after receiving an undertaking from the eligible Prospective Resolution Applicant or Member of Committee of Creditors , *inter alia*, strictly maintain confidentiality of the information in accordance with law, in terms of provision of IBC.

THEREFORE, I / We hereby declare and undertake as follows:

1. I / We will not divulge any information(s) including but not limited to any financial information of the Corporate Debtor or information relating to disputes by or against the Corporate Debtor, disclosed to me/us by the Resolution Professional (or any other person on behalf of the Resolution Professional) and any information or part thereof pertaining to submission of Expression of Interest in terms of the provisions envisaged under the Code read with Regulation 36A(7) & 39(1)(c) of the CIRP Regulations and any information or part thereof pertaining to the Information Memorandum duly prepared as per Section 29 (1) of the Code read with Regulation 36 of the CIRP Regulations, through oral or written communication or through any other mode to any person or entity and the said information shall constitute “**Confidential Information**”. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects and/ or is derived from any Confidential Information shall also constitute Confidential Information.
2. I / We further unconditionally and irrevocably undertake and declare that:
 - a) the Confidential Information shall be kept confidential by me/us and shall be used solely for purposes allowed under the Code;
 - b) I / We shall not use the Confidential Information to cause any undue gain or undue loss to me/ourselves or any other person/entity;
 - c) I / We shall comply with all provisions of Law for the time being in force;
 - d) I / We shall comply with all laws relating to non-disclosure of the Confidential Information and insider trading;
 - e) I / We shall protect any intellectual property of the Corporate Debtor which it may have access to or obtain access to at a subsequent stage by virtue of being a Prospective Resolution Applicant;
 - f) the Confidential Information may only be disclosed to and shared with any employees or third parties by me/us, in accordance with applicable laws, including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the corporate insolvency resolution process of the Corporate Debtor, provided that I/we shall bind such employees and third parties, by way of an undertaking/ agreement, to terms as restrictive as those stated in this Confidentiality Undertaking;

- g) I / We shall ensure that all Confidential Information is kept safe and secured at all times and is protected from any theft including but not limited to any cyber security theft and / or any breach of confidentiality;
 - h) I / We shall immediately destroy and permanently erase all Confidential Information upon the approval of a resolution plan by NCLT under Section 31(1) of the Code or upon an order for liquidation of the Corporate Debtor being passed by the NCLT under Section 33 of the Code, unless otherwise waived by the (i) Corporate Debtor in writing in the event of approval of resolution plan by the NCLT; or (ii) liquidator in writing in the event of an order for liquidation of the Corporate Debtor being passed by the NCLT under Section 33 of the Code;
 - i) I / We shall take all necessary steps to safeguard the privacy and confidentiality of the information and shall use best endeavours to secure that no person acting on my/ our behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Corporate Debtor, all information related to disputes by or against the corporate debtor and any other matter pertaining to the Corporate Debtor; and
 - j) I / We shall be responsible for any breach of obligations under this Confidentiality Undertaking and shall indemnify the Resolution Professional for any loss, damages and costs incurred by the Resolution Professional due to such breach of obligations by me/us or any person acting on my/ our behalf.
3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:
- a) information which, at the time of disclosure to me/us was already in the public domain without violation of any provisions of applicable laws;
 - b) information which, after disclosure to me/us becomes publicly available and accessible without violation of applicable laws or a breach of this Confidentiality Undertaking;
 - c) information which was in my/our possession prior to its disclosure, as evidenced by my/our records;
 - d) information that is received by me/us from a third party which is not in breach of my/our confidentiality obligations hereunder; and
 - e) information that is required to be disclosed by me/us (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial, regulatory or administrative authority, provided however I/We should use my/our best endeavours to provide prior intimation of such disclosure to the Resolution Professional.
4. No representation or warranty has been provided by the Resolution Professional in relation to the authenticity or adequacy of the information provided to me/us, including Confidential

Information, and I/We would not have any claim against the Resolution Professional or any person acting on its behalf or the Corporate Debtor in relation to any information.

5. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or wilful default.
6. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and the Resolution Professional shall be entitled to the remedies of injunction, specific performance and other equitable relief(s) for a threatened or actual breach of this Confidentiality Undertaking.
7. I/We hereby represents and warrants that I/We have the requisite power and authority to execute, deliver and perform my/ our obligations under this Confidentiality Undertaking.
8. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by me/us with the prior written consent of the Resolution Professional that expressly modifies or waives any such term.
9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian laws and the Courts at Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.

Signed on behalf of

by Mr _____

(Name and Designation)

Authorised Signatory

ANNEXURE - E 2

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

[To be printed by the counter party on the stamp paper of appropriate amount as per the applicable stamp act.]

(The execution of this undertaking must be authorized by a duly passed Resolution of the Board of Directors of the PRA)

To,

Pawan Kumar Goyal

Resolution Professional of M/s LOGIX INFRASTRUCTURE PRIVATE LIMITED

Registration Number: IBBI/IPA-001/IP-P00875/2017-18/11473

Office: 304, D R Chamber, 12/56, D B Gupta Road, Karol Bagh, New Delhi-110005

Email: cirp.logixinfrastructure@gmail.com, ca.pawangoyal@gmail.com

Dear Sir,

SUBJECT: UNDERTAKING UNDER REGULATION 36A (7) OF THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS) REGULATIONS, 2016

I/We, _____ having our registered office / address at _____, _____ state and declare herewith on solemn affirmation as under:

1. I / We have received the detailed invitation for Expression of Interest (EOI) in respect of LOGIX INFRASTRUCTURE PRIVATE LIMITED (“Corporate Debtor”) under the Corporate Insolvency Resolution Process (CIRP), from its Resolution Professional (RP), Mr. Pawan Kumar Goyal.
2. I / We are submitting herewith our Expression of Interest in respect of the said Corporate Debtor and we are willing to furnish whatever further information is called for by the RP
3. Pursuant to the provisions of Regulation 36A (7) of the IBBI (CIRP) Regulations, 2016, I/We hereby undertake that my / our expression of Interest is unconditional and further confirm, state and undertake that

(a) it meets the criteria specified by the committee under clause (h) of sub-section (2) of section 25;

(b) I / We are submitting herewith relevant records in evidence of our meeting the criteria as stated above in clause (a);

(c) I/We do not suffer from any ineligibility under section 29A to the extent applicable;

(d) I / We are submitting herewith relevant information and records to enable an assessment of ineligibility under section 29A or clause (c) ;

(e) I/We shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process;

(f) I/We state, submit and undertake every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code; and

(g) I / We undertake that I / We shall maintain the confidentiality of the information received from the RP and I / We shall not use such information to cause any undue gain or undue loss to our self or any other person and comply with the requirements under subsection (2) of section 29 of the IBC, 2016;

I/We further undertake, state and confirmed as under :

- a) I / We hereby state and submit that I/We are in compliance with provisions of section 29A of Insolvency and Bankruptcy Code, 2016 (“IBC, 2016”);
- b) I / We undertake that I / We shall maintain the confidentiality of the information received from the RP and I / We shall not use such information to cause any undue gain or undue loss to our self or any other person and comply with the requirements under subsection (2) of section 29 of the IBC, 2016;
- c) I / We undertake to supply whatever clarifications or documents or additional information as may be required or called for by the RP; and
- d) I / We hereby state that whatever is stated above is true and correct to the best of my/our knowledge and belief.

Date: _____

Place: _____

Witness:

1. Name and address _____

2. Name and address _____

ANNEXURE - F

DECLARATION UNDER SECTION 29A OF IBC

(To be executed on non-judicial stamp paper of prescribed value and notarized.)

**In the matter of the Corporate Insolvency Resolution Process of LOGIX
INFRASTRUCTURE PRIVATE LIMITED (“Corporate Debtor”) under the provisions of
the Insolvency and Bankruptcy Code, 2016 (IBC)**

AFFIDAVIT

AFFIDAVIT OF Mr./Ms. _____
(DIRECTOR / PROPRIETOR/ PARTNER OF _____)

I Mr./ Mrs. _____ Director / Proprietor / Partner of _____
_____, an adult of _____, Indian inhabitant, having my present address at
_____, on behalf of [name of the resolution applicant] having registered
office at [_____] (“Resolution Applicant”),

Do hereby state on solemn affirm as under:-

1. That I am fully conversant with the facts and circumstances of the matter and am also duly empowered and competent to swear and affirm this affidavit.
2. Resolution Applicant is not an undischarged insolvent;
3. Resolution Applicant has not been identified as a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
4. As on date, neither any of Resolution Applicant’s account nor an account of a corporate debtor under Resolution Applicant’s management or control or of whom Resolution Applicant is promoter, is 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 at least a period of one year or more has elapsed from the date of such classification till the commencement of corporate insolvency resolution process of the Corporate Debtor and Resolution Applicant has not failed to make the payment of all overdue with interest thereon and charges relating to such non-performing asset before submission of the expression of interest in the CIRP of the Corporate Debtor;
5. Resolution Applicant has not been convicted for any offence punishable with imprisonment for two years or more under any Act specified under Twelfth Schedule to the IBC or for seven years or more under any law for the time being in force;
6. Resolution Applicant has not been disqualified to act as a director under the Companies Act, 2013;
7. Resolution Applicant has not been prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

8. Resolution Applicant has not been a promoter or in management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction in respect of which an order has been made by the adjudicating authority under IBC;
9. Resolution Applicant has not 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 IBC and such guarantee has been invoked by the creditor and remains unpaid in full or in part;
10. Resolution Applicant is not subject to any disability, corresponding to clause (2) to (9), under any law in a jurisdiction outside India;
11. Resolution Applicant does not have, a connected person not eligible under any of the criteria specified in clauses (2) to (10);
12. Notwithstanding any thing contained here, any modification, additional information, clause required in terms of section 29A, if not mentioned here, duly complied and will also be confirm at the time of submission of Resolution of Plan and cure in terms of Code.
13. That I confirm that the said declaration and disclosure is true and correct.
14. That I am duly authorized to submit this declaration by virtue of [*please mention the document (such as board resolution, authority letter etc.) authorizing the signatory*].

Verification

I hereby state that whatever is stated hereinabove is true to the best of my knowledge. Solemnly affirmed at _____) on this _____ day of _____, 20_____.

(Signature of Proprietor / Director / Partner)

Identified by me

Before me

Advocate

Notary

ANNEXURE - G

FORM G

INVITATION FOR EXPRESSION OF INTEREST FOR

LOGIX INFRASTRUCTURE PRIVATE LIMITED, OPERATING IN REAL ESTATE AT NOIDA, UTTAR PRADESH

(Under Sub-Regulation (1) of regulation 36A of the Insolvency & Bankruptcy Board of India

(Insolvency Resolution Process for Corporate Persons) Regulations, 2016

RELEVANT PARTICULARS	
1. Name of the corporate debtor along with PAN/ CIN/ LLP No.	LOGIX INFRASTRUCTURE PRIVATE LIMITED PAN : AABCL4533H CIN: U72200DL2008PTC172835
2. Address of the registered office	LEVEL 3, VASANT SQUARE MALL, POCKET V, SECTOR B, VASANT KUNJ, NEW DELHI 110070 (Not Maintained)
3. URL of website,	https://logixinfrastructure.in/
4. Details of place where majority of fixed assets are located	Blossom County, Plot No 2, Sector 137, Noida, Uttar Pradesh - 201305
5. Installed capacity of main products/ services	Corporate Debtor is engaged in construction of one residential project. Total 2384 residential units and 8 shops were constructed. As per details/ information received all units booked/sold before CIRP commencement.
6. Quantity and value of main products/ services sold in last financial year	As per last available audited financial statements for the year ending 31.3.2020, Revenue from operations was Rs 122.65 crore.
7. Number of employees/ workmen	One
8. Further details including last available financial statements (with schedules) of two years, lists of creditors are available at URL:	https://logixinfrastructure.in/
9. Eligibility for resolution applicants under section 25(2)(h) of the Code is available at URL:	https://logixinfrastructure.in/
10. Last date for receipt of expression of interest	30.10.2023
11. Date of issue of provisional list of prospective resolution applicants	09.11.2023
12. Last date for submission of objections to provisional list	14.11.2023
13. Date of issue of Final list of prospective resolution applicants	24.11.2023
14. Date of issue of Information Memorandum, Evaluation Matrix and Request for Resolution Plan to prospective resolution applicants	25.11.2023

EOI / Logix Infrastructure Private Limited

15.	Last date for submission of Resolution Plans	26.12.2023
16.	Process email id to submit Expression of Interest	cirp.logixinfrastructure@gmail.com

-Sd/-

PAWAN KUMAR GOYAL

Resolution Professional of M/s Logix Infrastructure Private Limited,

IP Reg Number: IBBI/IPA-001/IP-P00875/2017-18/11473

(Authorization for Assignment valid till: 24/11/2023)

Office: 304, D R Chamber, 12/56, D B Gupta Road, Karol Bagh, New Delhi

Email : cirp.logixinfrastructure@gmail.com, ca.pawangoyal@gmail.com

Date: 14.10.2023

Place: New Delhi

ANNEXURE - H

**INVITATION FOR EXPRESSION OF INTEREST TO SUBMIT RESOLUTION PLAN
FOR LOGIX INFRASTRUCTURE PRIVATE LIMITED**

**(Under Regulation 36A(1) of Insolvency & Bankruptcy Board of India
(Insolvency Resolution Process for Corporate Persons) Regulations, 2016**

FORMAT FOR BANK GUARANTEE

(To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution)

(Validity of Bank Guarantee should be at least for period of 365 days and further auto renewal clause for the period of another 180 days)

In light of the Submission of Expression of Interest (Under Regulation 36A(1) of Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 for further submitting Resolution Plan for **Logix Infrastructure Private Limited, (Corporate Debtor)**, which is running under Insolvency Resolution Process (CIRP) under provision of Insolvency & Bankruptcy code, 2016, submitted by[*Insert name of the Applicant with address*] (hereinafter referred as “Applicant” or “Prospective Resolution Applicant” or Resolution Applicant” as the case may be) and as per the provisions of the Detailed Expression of Interest Document dated (including any modification), issued by Resolution Professional of **Logix Infrastructure Private Limited**, and any other required Process, the _____ [*Insert name and address of the bank issuing the guarantee and address of the head office*] (“Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to **Resolution Professional of Logix Infrastructure Private Limited**, having its office at 304 D R Chamber, 12/56 , D B Gupta Road, Karol Bagh, New Delhi (hereinafter referred to as “ Resolution Professional” including its successors) forthwith on demand in writing from the Resolution Professional or Bank or any officer authorised by it in this behalf, any amount up to and not exceeding Rs. (Rupeesonly) on behalf of M/s _____ [*Insert name of the Applicant*] (“Bank Guarantee”) without any protest or demur, notwithstanding any dispute between the Resolution Professional or Bank and the M/s. _____[*Insert the name of Applicant*].

This Guarantee shall be valid and binding on the Guarantor Bank up to and including[*Insert date of validity of the Bank Guarantee*] and shall in no event be terminable, for any change in the constitution of the Guarantor Bank and/or the Bank or for any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between[*Insert name of the Applicant*]

(“Applicant”) and the Resolution Professional or Bank (acting on the instructions of the Resolution Professional of LOGIX INFRASTRUCTURE PRIVATE LIMITED, as defined under the Process Document).

Our liability under this Guarantee is restricted to [●] only. Our Guarantee shall remain in force until [*Insert the date of validity of the Bank Guarantee should not be less than 12 month or as per Process Document*]. The Resolution Professional or Bank shall be entitled to invoke this Guarantee up to (.....) days from the last date of the validity of this Bank Guarantee by issuance of a written demand to invoke this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Bank (made in any format) raised at the above- mentioned address of the Guarantor Bank, in order to make the said payment to [●].

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by, [*Insert name of the Applicant*] and / or any other person. The Guarantor Bank shall not require the Bank to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the procurer(s) in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and Hon’ble National Company Law Tribunal, New Delhi shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Bank shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Applicant, to make any claim against or any demand on the Applicant or to give any notice to the Applicant or to exercise, levy or enforce any distress, diligence or other process against the Applicant.

The Guarantor Bank hereby agrees and acknowledges that the Bank shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit. Notwithstanding anything contained hereinabove,

- i) our liability under this Guarantee is restricted to [●] and it shall remain in force until..... (as applicable) of the Detailed Expression of Interest Document or as required in the process], with an additional claim period of (..... days) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by the Applicant.
- ii) Each term shall automatically renew for subsequent period of180 days of the same length as the initial Term. **(This clause may be suitable modify in accord to regulation of RBI in respect of self- renewal clause)**

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if [●] serves upon us a written claim or demand.

In witness whereof the Guarantor Bank, through its authorised officer, has set its hand and stamp on thisday of at

Witness:

1.
Signature, Name, Designation and Address.

2.
Name, Designation with Bank Stamp Name and Address

For:

.....
[Insert Name of the Bank] Banker's Stamp and Full Address:

Dated this day of 20.....

Notes:*The Stamp paper should be in the name of the Guarantor Bank.