

**INVITATION FOR SUBMISSION OF EXPRESSION OF INTEREST  
FOR SEVENHILLS HEALTHCARE PRIVATE LIMITED  
(UNDERGOING CORPORATE INSOLVENCY RESOLUTION PROCESS,  
UNDER THE INSOLVENCY & BANKRUPTCY CODE, 2016)**

**1. ABOUT THE CORPORATE DEBTOR**

- 1.1. SevenHills Healthcare Private Limited (**Corporate Debtor**) having corporate identity number (**CIN**) U85110AP2004PTC043050 was incorporated on 13 April 2004 under the Companies Act 1956, as a public company limited by shares with the registrar of companies (**ROC**), Vijaywada. Its registered office is located at 11-4-4/A, Rockdale Layout, Waltair Main Road, Vishakhapatnam, Andhra Pradesh-530002, India.
- 1.2. The Corporate Debtor is a leading healthcare service provider operating multi-speciality hospitals in Vishakhapatnam and Mumbai.

**2. INTRODUCTION TO THE INVITATION**

The corporate insolvency resolution process (**CIRP**) with respect to the Corporate Debtor was initiated under the provisions of the Insolvency and Bankruptcy Code, 2016 (**IBC**) by way of an order dated 13 March 2018 of the National Company Law Tribunal, Hyderabad Bench (**NCLT Hyderabad**) on an application filed by Axis Bank Limited under Section 7 of the IBC (**NCLT Admission Order**) and Mr. Abhilash Lal was appointed as the interim resolution professional of the Corporate Debtor. At the first meeting of the committee of creditors of the Corporate Debtor (**CoC**) dated 15 April 2018, the CoC approved the appointment of the undersigned as the resolution professional of the Corporate Debtor (**Resolution Professional**).

The CoC had approved a resolution plan for the Corporate Debtor on 7 September 2018, which was subsequently approved by the NCLT Hyderabad on 26 July 2019 (**Approval Order**). The Approval Order was challenged by the Municipal Corporation of Greater Mumbai (**MCGM**), the owner of the land on which the hospital of the Corporate Debtor at Mumbai (**Mumbai Hospital**) was constructed. The National Company Law Appellate Tribunal confirmed the Approval Order on 7 August 2019 (**NCLAT Order**). Thereafter, the Supreme Court set aside the Approval Order and the NCLAT Order by judgment dated 15 November 2019 on the ground that MCGM's approval was required in terms of the Mumbai Municipal Corporation Act 1882 before approval of the plan by the NCLT.

Pursuant to the judgment of the Supreme Court 15 November 2019, the National Company Law Tribunal, Amaravati Bench (**NCLT Amaravati**) granted an extension of the CIRP period by way of order dated 25 November 2019 to the Resolution Professional to conduct a fresh resolution process for the Corporate Debtor. In March 2020, the Mumbai Hospital was declared as a 'Dedicated COVID Hospital' under the Disaster Management Act 2005 by the Government of Maharashtra, and since then, is being utilised by the MCGM as a COVID-19 quarantine and treatment facility. The CIRP of the Corporate Debtor has been therefore, extended by orders dated 20 February 2020, 14 July 2020, 16 October 2020, 23 December 2020 and 15 April 2021 passed by the NCLT Amaravati wherein the NCLT has approved the extension of the CIRP period till the time MCGM continues to utilize the Mumbai Hospital of the Corporate Debtor as a dedicated COVID-19 centre. Accordingly, the CIRP of the Corporate Debtor is ongoing.

**3. SNAPSHOT OF RELEVANT INFORMATION ABOUT THE CORPORATE DEBTOR**

<b>Company Name</b>	<b>Sevenhills Healthcare Private Limited</b>
CIN	U85110AP2004PTC043050
Date of Incorporation	13 April 2004
Class of Company	Private
Listing Status	Unlisted
Registered Office	11-4-4/A, Rockdale Layout, Waltair Main Road, Vishakhapatnam, Andhra Pradesh-530002
Locations of the assets	Mumbai, Maharashtra and Vizag, Andhra Pradesh
Business Operations	The Corporate Debtor is a healthcare service provider operating multi-speciality hospitals in Vishakhapatnam and Mumbai.

#### 4. PROCESS FOR SUBMISSION OF EXPRESSION OF INTEREST

- 4.1. Pursuant to the provisions of Section 25(2)(h) of the IBC read with Regulation 36A and 36B(6A) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations 2016 (**CIRP Regulations**), the Resolution Professional hereby issues this invitation for expression of interest for submitting resolution plan(s) (such expression of interest, **EOI**) (such resolution plan, **Resolution Plan**) (such invitation for EOI, **Invitation**) from eligible prospective resolution applicants (**PRA**) who fulfil such eligibility criteria, as set out herein. The EOI has to be submitted in the prescribed manner by the eligible PRAs in accordance with the following timelines:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Date</b>
1.	Date of issuance of the Invitation	6 January 2023
2.	Last date for submission of EOI	31 January 2023

- 4.2. The PRAs may submit the EOI for Resolution Plan(s) (as defined under the IBC and meeting requirements set out under the CIRP Regulations (including Regulation 37 of the CIRP Regulations)) in terms of Regulation 36A and 36B(6A).
- 4.3. By virtue of submission of an EOI by a PRA pursuant to this Invitation, such PRA irrevocably and unconditionally agrees, acknowledges and undertakes:
- (i) That the manner and treatment of liabilities/ debt across the assets of the Corporate Debtor, as decided by the CoC in its sole discretion, shall be binding on such PRA;
  - (ii) That the CoC, in its sole discretion, may adopt such methodology as may be necessary and required in terms of attribution of liabilities/ debt across the assets of the Corporate Debtor;

- (iii) That the CoC, in its sole discretion, may amend/ modify the manner and treatment (including the underlying methodology) of attribution of liabilities/ debt across the assets of the Corporate Debtor; and
  - (iv) That its Resolution Plan will provide for such measures as contemplated under Regulation 37 of the CIRP Regulations.
- 4.4. By virtue of submission of an EOI by a PRA pursuant to this Invitation, such PRA hereby waives any objection, and relinquishes any right, to contest: (i) the manner and treatment of liabilities/ debt across the assets of the Corporate Debtor; and (ii) the methodology adopted by the CoC for attribution of liabilities/ debt across the assets of the Corporate Debtor.
- 4.5. Acceptance of the EOI will be subject to the approval of the Resolution Professional and the CoC, at their sole discretion. The CoC reserves the right to devise such measures as may be necessary or required for resolution of the Corporate Debtor as a whole, as well as for one or more assets of the Corporate Debtor. PRAs may refer to an indicative list of assets as set out in a teaser dated 6<sup>th</sup> January 2023.
- 4.6. The transaction process for submission of the EOI, indicatively, shall include the following steps:
- i. Submission of EOI by PRAs;
  - ii. Shortlisting of eligible PRAs by the Resolution Professional by way of a provisional list of PRAs;
  - iii. Issuance of the information memorandum, evaluation matrix and request for resolution plans to the PRAs in the provisional list; and
  - iv. Issuance of final list of eligible PRAs.

## 5. **ELIGIBILITY CRITERIA FOR PRAs**

The eligibility criteria for the PRAs, as approved by the CoC, in accordance with Section 25(2)(h) of the Code is as follows:

### 5.1. **Prospective Resolution Applicant**

5.1.1. A PRA may include an individual (being resident of India, foreign national, non-resident Indian or a person of Indian origin, as defined under Foreign Exchange Management Act, 1999 and any related amendments thereto), trust, co-operative society, private limited company, public limited company, sole proprietorship or a partnership firm (trust, co-operative society, private limited company, public limited company, sole proprietary firm or a partnership firm, collectively, **Body Corporates**), whether registered in India or outside India, whether singly or jointly (in which case each of whom), is eligible to invest in India under the laws of India. If the PRA is a part of the group body corporate, the group may comprise entities either controlling or controlled by or under common control with the PRA, wherein control shall mean minimum 26% ownership.

- 5.1.2. A PRA may also include Financial Institutions (**FI**), Private Equity Funds, Venture Capital Funds, Investment Funds (Private Equity Funds, Venture Capital Funds, Investment Funds, collectively, **Funds**), Non- banking Finance Companies (**NBFCs**), Asset Reconstruction Companies (**ARCs**), Banks, Foreign Investment Institutions (**FII**) etc.
- 5.1.3. PRAs may also choose to form a consortium for the purpose of submission of the resolution plan (**Consortium**). Consortium shall mean any person acting together with another person as a joint bidder or joint venture (whether incorporated or not) for the purpose of submission of the EOI and resolution plan for the Corporate Debtor. In such a scenario the consortium would be required to additionally comply with the following criteria:
- i. The Consortium shall submit the copy of consortium agreement/ memorandum of understanding, if any, entered-into between the members of the Consortium (**Consortium Members**), setting out the respective obligations of the Consortium members.
  - ii. The Consortium would be required to have a lead consortium member (**Lead Member**). Lead member must hold at least 26% equity/ minimum profit in the consortium and should have an authority to bind, represent and take decision for and on behalf of the consortium.
  - iii. All the other members of the Consortium would need to have a minimum profit/voting share of 10% in the Consortium.
  - iv. Any PRA can participate in only 1 (one) Consortium and / or can submit only 1 (one) EOI.
  - v. All the members of the Consortium shall be jointly and severally responsible for compliance with the terms of the Invitation;
  - vi. The EOI must contain the details of the members of the Consortium; following details may be provided: (i) Name of the member (ii) Type of entity (iii) percentage of share in the Consortium (iv) Name of the Lead Member;
  - vii. No change in the composition of the Consortium shall be permitted after submission of the EOI.

## 5.2. **Qualification Criteria**

### 5.2.1. *Financial capacity for individuals and Body Corporates:*

Minimum tangible net worth (singly or jointly, as the case may be) of INR 100 Crores in the immediately preceding financial year i.e., FY 2021-22, based on the latest audited financial statements of the entity and as certified by its statutory auditors.

### 5.2.2. *Financial capacity for FI, Funds, NBFCs, Banks, FIIs, etc.*

- i. Minimum Asset Under Management (**AUM**) of INR 500 crores in the immediately preceding completed financial year i.e., FY 2021-22 as per latest

audited financial statements of the entity and as certified by its statutory auditors; or

- ii. Minimum committed funds available for investment/deployment in Indian companies or Indian assets of INR 200 crores as on or post March 31, 2018.

#### 5.2.3. *Financial capacity for ARCs*

- i. Minimum Net Owned Funds of INR 1,000 crores in the immediately preceding completed financial year i.e., FY 2021-22 as per latest audited financial statements of the entity and as certified by its statutory auditors; or
- ii. Minimum committed funds available for investment/deployment in Indian companies or Indian assets of INR 200 crores as on or post March 31, 2018.

#### 5.2.4. *Financial capacity for Consortium.*

- i. In case the Consortium is made up of body corporates and/or individuals, at least one member of the Consortium must satisfy the eligibility criteria specified in 5.2.1. The Consortium's minimum weighted average net worth will be calculated for the relevant member at the individual's level in case of individuals and at the body corporate's level in case of body corporates, in the immediately preceding financial year (as per the audited financial statements of immediately preceding financial year i.e., FY 2021- 22).
- ii. In the event the Consortium is made up of FI, Funds, NBFCs, ARCs, Banks, FIIs / any other such applicants, the minimum AUM of at least one member of the Consortium must satisfy the eligibility criteria specified in 5.2.2(i) and 5.2.3(i), as the case may be; or minimum committed funds available for investment/deployment in Indian companies by at least one member of the Consortium must satisfy the criteria specified in 5.2.2(ii) and 5.2.3(ii), as the case may be.

### 5.3. **Eligibility under Section 29A of the IBC**

- 5.3.1. The PRAs must be fit and proper persons, should not suffer any legal disability to submit the EOI and the resolution plan, under applicable laws. The PRAs must be eligible under Section 29A of the IBC (as amended from time to time, including extant law/regulations prevailing at the time of evaluation of eligibility criteria or amendments thereafter).
- 5.3.2. In case of a Consortium submitting the EOI, each member of the Consortium shall be required to demonstrate that it is not ineligible under Section 29A of IBC. If any 1(one) member of the Consortium is disqualified under Section 29A of the IBC, then the entire Consortium, i.e., all the members of such Consortium shall stand disqualified.
- 5.3.3. The PRAs are required to stay updated on the IBC, and the amendments thereto from time to time and any modifications to the ineligibility norms set out under Section 29A of IBC shall also apply to this Invitation, without the requirement of any further communication to be issued to the PRAs.

#### 5.4. **Other Terms and Conditions**

- 5.4.1. The fulfilment of eligibility criteria by a PRA does not automatically entitle such PRA to participate in the CIRP of the Corporate Debtor and such participation will be subject to applicable laws and further conditions stipulated by the Resolution Professional, in his sole discretion, including those in relation to access to VDR or as may be stipulated under the request for resolution plan.
- 5.4.2. The Resolution Professional shall have the right, in his sole discretion to reject any and all proposed EOIs and/or the resolution plan submitted by or on behalf of any PRA or any part thereof, and/or to suspend/cancel/terminate the process for submission of resolution plan including this Invitation, submission of resolution plan, evaluation of resolution plan and / or amend and / or supplement the process for submission of resolution plan, all without notice, without assigning any reason, and without any liability whatsoever.
- 5.4.3. In the event the original financials of the PRA are drawn in a currency other than Indian Rupees (INR) then the Reserve Bank of India reference rate as on the date of financial statements shall be used for conversion into Indian Rupees. If the rate for that particular date is unavailable, the immediately preceding available rate shall be considered. Such rate of conversion must be mentioned.
- 5.4.4. The eligibility criteria and qualification criteria for PRAs specified in this Invitation may be amended or changed at any stage at the discretion of CoC.
- 5.4.5. In the event no EOI is received in terms of this Invitation, the CoC reserves the right to issue fresh invitation for EOI or appropriately deal with the asset(s) of the Corporate Debtor in accordance with the IBC and the CIRP Regulations with the object of maximising the value of assets of the Corporate Debtor for all stakeholders of the Corporate Debtor and achieving the resolution of the Corporate Debtor as a going concern.

#### 5.5. **Disqualification Criteria**

Without prejudice, a PRA may be disqualified and its EOI may be excluded from further consideration for non-compliance with the terms hereof or for any of the reasons (including without limitation) listed below. Where the PRA is a Consortium, no member of such Consortium shall be subject to disqualification under the terms of this Invitation. The disqualification criteria shall include:

- i. The PRA is found to be ineligible in terms of Section 29A of the IBC;
- ii. The PRA is found to have made a false or misleading declaration of eligibility in accordance with the criteria set out in Section 29A of the IBC (as amended from time to time);
- iii. There is misrepresentation in the EOI or there is failure to provide the information required to be provided in accordance with the terms of this Invitation;
- iv. The Resolution Professional is of the view that the PRA has not satisfied the eligibility criteria provided in this Invitation. Without prejudice to the generality of the above, the

criteria may include among others, the track record (financial, operational strength, turnaround experience or otherwise) of the PRA, its financial strength, etc; and

- v. Any information regarding the PRA which becomes known to the Resolution Professional or the CoC which is detrimental to the proposed transaction and / or to the interests of the Corporate Debtor and its stakeholders.

## 6. SUBMISSION OF EOI

- 6.1. Any interested PRA who is eligible in accordance with the eligibility criteria mentioned under paragraph 5 of this Invitation, may submit an EOI in the format as set out in ‘**Annexure A**’ on or before 31 January 2023. It may be noted that the EOI shall be unconditional and accompanied by:

- 6.1.1. An undertaking by the PRA for submission of the EOI as set out in ‘**Annexure B**’;

- 6.1.2. An affidavit by the PRA as set out in ‘**Annexure C**’ that it does not suffer from any ineligibility under Section 29A of the IBC;

- 6.1.3. Non-disclosure and Confidentiality undertaking as set out in ‘**Annexure D**’;

- 6.1.4. Other relevant records or documents evidencing that the PRA meets the criteria specified herein;

- 6.1.5. Any additional document or information or clarification that may be sought by the Resolution Professional, in his sole discretion, must be furnished by the PRA within the time prescribed by the Resolution Professional.

- 6.2. The PRA shall submit the EOI along with the required documents in a sealed envelope in hard copy along with the relevant Annexures, to the following address by speed/registered post or courier or hand deliver in person:

***Mr. Abhilash Lal***

***Resolution Professional of Sevenhills Healthcare Private Limited,***

*Address: C 192, Belvedere Towers, DLF Phase-II, Gurgaon 122022*

*Email Id: sevenhillsirp@gmail.com (with Subject: EOI)*

- 6.3. The envelope should be labelled as “**Expression of interest in the matter of Sevenhills Healthcare Pvt. Ltd.**” in the name of “**Mr. Abhilash Lal– Resolution Professional of Sevenhills Healthcare Private Limited**”.

- 6.4. The EOI shall be accompanied with the following additional documents/information, as may be applicable:

- i. Profile of the PRA and its management, key managerial personnel, board of directors, promoters and promoter group, parent company and ultimate parent company. In case of a Consortium, profile of each Consortium Member and its management / key managerial personnel.

- ii. Copies of certificate of incorporation/ registration and constitutional documents (such as memorandum & articles of association) of the PRA/ each Consortium Member (in case of Consortium).
- iii. Audited financial statement for last three financial years of the PRA/ each Consortium Member (in case of Consortium). In case audited financial statement for the last financial year is not available, an unaudited financial statement may be provided along with EOI and audited statement shall be furnished along with resolution plan.
- iv. Certificate from Statutory Auditor or Chartered Accountant or equivalent in the jurisdiction of incorporation/registration of the entity certifying the tangible net worth of the PRA as on 31 March 2022.
- v. Copy of PAN card, GST number or equivalent documents.
- vi. In case of Consortium, copy of consortium agreement/MOU, if any, entered into between the Consortium Members.

Additionally, a soft copy of the EOI along with all required documents (including the above-mentioned documents and the documents mentioned in paragraph 7.1 above) shall also be emailed to ***Email Id: sevenhillsirp@gmail.com (with Subject: EOI)***.

- 6.5. The Resolution Professional may seek any clarification and additional information or document, in addition to material on record, from the PRAs for conducting due-diligence to ensure compliance with respect to the eligibility of PRAs in accordance with this Invitation and the applicable provisions of the IBC.
- 6.6. Any EOI received after 31 January 2023 shall be invalid and shall not be considered by the Resolution Professional.
- 6.7. EOIs not fulfilling the requirement and conditions as mentioned in this Invitation shall be automatically liable to be disqualified.
- 6.8. The PRAs must regularly visit the website of the Corporate Debtor– <https://www.sevenhillshospital.com/> to keep themselves updated regarding clarifications, amendment or extension of time, if any. Any extension of time for submission of EOI shall not be deemed as a modification to this Invitation.
- 6.9. This Invitation is not an offer document and is issued with no commitment.
- 6.10. No oral conversations with the Resolution Professional or any official, agent, advisor, agent or employee of the Resolution Professional shall affect or modify any terms of this Invitation.
- 6.11. Entire costs and expenses in connection with submission of the EOI shall be solely borne by the respective PRAs.
- 6.12. Upon submission to the Resolution Professional, all documents submitted by the PRAs will be the property of the Resolution Professional and the Resolution Professional will be entitled to use and deal with them in accordance with the provisions of the IBC.
- 6.13. The information contained in this Invitation is merely for reference purposes, and no representation or warranty is provided by the Resolution Professional or the members of the



CoC in relation to the authenticity or adequacy of the information relating to the Corporate Debtor as contained in this Invitation. PRA is required to conduct its own due diligence on the Corporate Debtor. By submitting an EOI, the PRA shall be deemed to have unconditionally waived any claim against the Resolution Professional or CoC or any member thereof in relation to any information provided in this Invitation.

- 6.14. Neither any PRA nor any of representatives of such PRA shall have any claims whatsoever against the Resolution Professional or any official, agent, advisor or employee of the Resolution Professional, or any member of the CoC or any of their directors, officials, agents or employees arising out of or relating to this Invitation.
- 6.15. All PRAs must read, understand and comply with all requirements under the IBC and any other applicable regulations that are in force or that may come into force subsequently, for resolution plans and all matters thereunder in relation to this Invitation.
- 6.16. The PRA acknowledges that any investment in/acquisition of the Corporate Debtor in terms of this Invitation, pursuant to its resolution plan shall be made by the PRA on an “as in, where is” basis and neither the Resolution Professional nor the CoC shall be responsible for providing any representations or warranties for or on behalf of the Corporate Debtor.
- 6.17. By submitting an EOI, each PRA shall be deemed to acknowledge that it has carefully read and understood the entire Invitation and is fully informed as to all existing conditions and limitations.
- 6.18. For any queries or clarifications on the process of submission of EOI, kindly write to Mr Abhilash Lal, email ID: [sevenhillsirp@gmail.com](mailto:sevenhillsirp@gmail.com) (with Subject: EOI) Mob: +91 99998 83633.

Thanking you,

Yours truly

Sd/-

for Sevenhills Healthcare Private Limited

Abhilash Lal

Resolution Professional

IP Registration No.: IBBI/IPA-001/IP-P00344/2017-18/10645

Address registered with IBBI: C 192, Belvedere Towers,

DLF Phase-II, Gurgaon, 122022

[abhilash.lal@gmail.com](mailto:abhilash.lal@gmail.com)

**Communication Address:**

Sevenhills Healthcare Private Limited

C 192, Belvedere Towers,

DLF Phase-II, Gurgaon, 122022

Email ID: [sevenhillsirp@gmail.com](mailto:sevenhillsirp@gmail.com) [with subject: EOI]

## ANNEXURE A

### FORMAT OF THE EOI

*(On the Letterhead of the Prospective Resolution Applicant i.e. either the Entity or Lead Member submitting the EOI)*

Date:

To:

Abhilash Lal  
Resolution Professional  
IP Registration No.: IBBI/IPA-001/IP-P00344/2017-18/10645  
Address registered with IBBI: C 192, Belvedere Towers,  
DLF Phase-II, Gurgaon, 122022

**Communication Address:**

Sevenhills Healthcare Private Limited  
C 192, Belvedere Towers,  
DLF Phase-II, Gurgaon, 122022  
Email ID: [sevenhillsirp@gmail.com](mailto:sevenhillsirp@gmail.com) [with subject: EOI]

**Subject: Expression of interest for in the matter of Sevenhills Healthcare Pvt. Ltd.**

Dear Sir,

1. In response to the invitation for expression of interest dated 6 January 2023 (**IEOI**) inviting expression of interest for submission of resolution plan(s) (**EOI**) in terms of the IEOI and the provisions of the Insolvency and Bankruptcy Code, 2016 (**IBC**). We confirm that we have understood the prescribed eligibility criteria mentioned in the IEOI to submit the EOI.
2. We confirm that we are submitting this EOI for submission of resolution plan(s) in terms of the IEOI.
3. We also confirm that we meet the necessary threshold and other criteria mentioned in the IEOI and are submitting this EOI for submission of a resolution plan in terms of the provisions of Section 25(2)(h) of the IBC read with Regulation 36A and 36B(6A) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations 2016 (**CIRP Regulations**) (such resolution plan, **Resolution Plan**). Along with our EOI, we have also provided the necessary information and documents as required under the IEOI.
4. [We are submitting the EOI as a Consortium. The following are the constituents of the Consortium:

Sr. No.	Name of the Consortium Member	Type of entity	Percentage of share in the Consortium

[•] is the Lead Member of the Consortium.]<sup>1</sup>

5. We undertake that the information furnished by us in this EOI is true, correct, complete and accurate and further confirm / undertake that:
  - (a) We meet the eligibility criteria specified in the IEOI. Relevant records in evidence of meeting the criteria are attached.
  - (b) We are not ineligible to participate in the CIRP of the Corporate Debtor under the provisions of section 29A of the IBC. An affidavit to confirm this has been submitted.
  - (c) We shall, upon any potential or actual contravention of any of the provisions of the IBC or CIRP Regulations including any ineligibility or disqualification under the CIRP, immediately intimate the Resolution Professional (**RP**) of the same.
  - (d) Every information and record provided in EOI is true and correct and discovery of any false information or record at any time will render us ineligible to submit the Resolution Plan and attract penal action under the IBC.
  - (e) We shall maintain confidentiality of the information and shall not use such information to cause an undue gain or undue loss to ourselves or any other person and comply with the requirements under section 29(2) of the IBC.
  
6. We further undertake, agree and acknowledge that:
  - (a) EOI and all its contents will be evaluated by the Resolution Professional to determine our eligibility to submit the EOI.
  - (b) The Resolution Professional reserves the right to determine at his sole discretion, whether or not we qualify for the submission of the EOI.
  - (c) The Resolution Professional reserves the right to request for additional information or clarification(s) from us for the purposes of EOI and we shall promptly comply with such requirements. Failure to address the queries of the Resolution Professional to his satisfaction or our non-responsiveness may lead to rejection of our EOI.
  - (d) Meeting the qualification /criteria set out in the IEOI alone does not automatically entitle us to participate in the process.
  - (e) We will continue to meet the eligibility criteria throughout the process, and any material adverse change affecting our/ Consortium's (or any Consortium member's) eligibility or ability to submit the EOI shall be intimated immediately.
  - (f) No change in the members of the Consortium shall be allowed after the submission of the EOI by the Consortium.

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<sup>1</sup> To be retained only in case of EOI being submitted by a consortium.

- (g) We are not an ineligible person in terms of provisions of Section 29A of the IBC. We are a 'fit and proper' person and do not suffer from any legal disability to be a promoter entity of the Corporate Debtor under the applicable laws including listing agreements, stock exchange requirements and regulations and guidelines of the Securities and Exchange Board of India.
- (h) We have not been barred from operating and/or engaging in the type of business being undertaken by the Corporate Debtor, as on date of submission of the EOI.
- (i) We understand that in case of Consortium, each Consortium Member shall nominate and authorize a Lead Member to represent and act on behalf of the members of the Consortium. Such Lead Member shall be the single point of contact on behalf of the Consortium with the Resolution Professional, his representative and advisors in connection with all matters pertaining to the Consortium.<sup>2</sup>
7. We confirm that all the confirmations, declarations and representations made in the EOI are valid as on the date of this undertaking and acknowledge that the discovery of any false information or record at any time will render the PRA ineligible to submit the EOI and attract penal action under the IBC.
8. We have enclosed the following documents as required under the IEOI in the prescribed formats:
- i. Profile of the PRA and its management, key managerial persons, board of directors, promoter and promoter group, parent company and ultimate parent company. [In case of a Consortium, profile of each Consortium Member and its management / key managerial persons.]<sup>3</sup>
  - ii. Copies of certificate of incorporation/ registration and constitutional documents (such as memorandum & articles of association) of the PRA/ [each Consortium Member (in case of Consortium)]<sup>4</sup>.
  - iii. Audited financial statement for last three financial years of the PRA/ [each Consortium Member (in case of Consortium)]<sup>5</sup>.
  - iv. Certificate from Statutory Auditor or Chartered Accountant or equivalent in the jurisdiction of incorporation/registration of the entity certifying the tangible net worth of the PRA as on 31 March 2022.
  - v. Copy of PAN card, GST number or equivalent documents; and

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<sup>2</sup> To be retained only in case the EOI is submitted by a consortium.

<sup>3</sup> To be retained only in case the EOI is submitted by a consortium.

<sup>4</sup> To be retained only in case the EOI is submitted by a consortium.

<sup>5</sup> To be retained only in case the EOI is submitted by a consortium.

vi. [Copy of consortium agreement/MOU, if any, entered between the Consortium members.]<sup>6</sup>

9. The details of authorised person for any query in this matter are as under:

Name	
Mobile Number	
Land Line, if any	
Email	
Address	

10. We have submitted the EOI and other requisite information strictly as per the format prescribed in the IEOI, without any deviations or conditions and without setting out any assumptions or notes qualifying the EOI.

11. Capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the IEOI.

On behalf of [*Please insert the Name of the Prospective Resolution Applicant*]:

\_\_\_\_\_

Name of the Authorized Signatory: [●]

Designation: [●]

Company Seal / Stamp: [●]

Place: [●]

Date: [●]

**[Notes:**

(a) *In case EOI is from a Consortium, the EOI shall be signed by each Consortium Member.*

(b) *The person signing EOI and other supporting documents should be an authorised signatory supported by necessary board resolutions/authorization letter.]*

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<sup>6</sup> To be retained only in case the EOI is submitted by a consortium.

## ANNEXURE B

*(To be executed on stamp paper of appropriate value)*

### UNDERTAKING

Date:

To:

Abhilash Lal  
Resolution Professional  
IP Registration No.: IBBI/IPA-001/IP-P00344/2017-18/10645  
Address registered with IBBI: C 192, Belvedere Towers,  
DLF Phase-II, Gurgaon, 122022

**Communication Address:**

Sevenhills Healthcare Private Limited  
C 192, Belvedere Towers,  
DLF Phase-II, Gurgaon, 122022  
Email ID: [sevenhillsirp@gmail.com](mailto:sevenhillsirp@gmail.com) [with subject: EOI]

**Subject: Undertaking with respect to submission of Expression of interest in the matter of Sevenhills Healthcare Pvt. Ltd.**

Dear Sir,

1. In response to the invitation for expression of interest dated 6 January 2023 (**IEOI**) inviting expression of interest for submission of resolution plans (**EOI**) in terms of the IEOI and in terms of the provisions of the Insolvency and Bankruptcy Code, 2016 (**IBC**). We confirm that we have understood the prescribed eligibility criteria mentioned in the IEOI to submit the EOI.
2. We confirm that we are submitting this EOI for submission of resolution plan(s) in terms of the IEOI.
3. In respect of submission of the EOI we hereby confirm, represent, warrant and undertake that:
  - (a) We have read and fully understood the eligibility and other criteria mentioned in the Invitation issued by the Resolution Professional of the Corporate Debtor.
  - (b) We meet the necessary threshold and eligibility criteria mentioned in the Invitation.
  - (c) We are not an ineligible/disqualified person in terms of provisions of Section 29A of the IBC and other eligibility criteria as mentioned in the Invitation.
  - (d) If, at any time after the submission of this EOI, we become ineligible to be a resolution applicant as per the provisions of the IBC (and in particular Section 29A of the IBC), the fact of such ineligibility shall be forthwith brought to the attention of the Resolution Professional and the committee of creditors of the Corporate Debtor.

- (e) All information and records provided by us to the Resolution Professional in/along with or in respect of the EOI or otherwise are true and correct. We shall be solely responsible for any errors or omissions therein. Based on this information, we understand you would be able to evaluate our EOI in order to qualify us as PRA in the CIRP of the Corporate Debtor.
  - (f) In case any information/record provided by us is found to be false or incorrect, we shall become ineligible to submit the EOI and the same shall attract penal action under the IBC.
4. Capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the Invitation.

Yours Sincerely,

On behalf of [*Please insert the Name of the Prospective Resolution Applicant*]:

**Signature**

Name of the Authorized Signatory: [●]

Designation: [●]

Company Seal / Stamp: [●]

Place: [●]

Date: [●]

**[Notes:**

- (a) *In case EOI is from a Consortium, above undertaking shall be signed by each Consortium Member.*
- (b) *The person signing EOI and other supporting documents should be an authorised signatory supported by necessary board resolutions/authorization letter.]*

## ANNEXURE C

*(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)*

### AFFIDAVIT

I,....., S/o Shri.....aged.....years,.....,residing at.....designated as [ ] of [ ] (**Prospective Resolution Applicant**) having its registered office at.....do solemnly affirm and declare on oath as under:

1. I state that the corporate insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 (**IBC or Code**) has been initiated against Sevenhills Healthcare Private Limited (**Corporate Debtor**) vide order dated 13 March 2018 passed by National Company Law Tribunal, Hyderabad Bench.
2. I state that the present affidavit is sworn by me on behalf of the Prospective Resolution Applicant.
3. That I am duly authorized and competent to make and affirm the instant undertaking for and on behalf of the Prospective Resolution Applicant in terms of [resolution of its board of directors/ power of attorney dated [\_\_\_\_\_]]. I hereby unconditionally state, submit and confirm that the said document/ authorisation is true, valid and genuine.
4. I hereby unconditionally state, submit and confirm that the Prospective Resolution Applicant is not disqualified from submitting an expression of interest or EOI in respect of the Corporate Debtor, pursuant to the provisions of the Code including under section 29A of the Code.
5. [That the Prospective Resolution Applicant is a financial entity (as defined under Section 29A of the Code) in terms of [insert details of certificate of registration as financial entity or other relevant document] issued by [insert detail of regulator] valid up till [insert details], and is not a related party to the Corporate Debtor.]<sup>7</sup>
6. That the Prospective Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure as per the provisions of the IBC and the rules and regulations framed thereunder to submit EOI and/or the proposed resolution plan and that it shall provide all relevant documents, representations and information as may be required by the Resolution Professional to substantiate to the satisfaction of the Resolution Professional that the Prospective Resolution Applicant is eligible under the IBC and the rules and regulations thereunder to submit EOI in respect of the Corporate Debtor.
7. That the Prospective Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.
8. That the Prospective Resolution Applicant understands that the Resolution Professional may evaluate the EOI to be submitted by the Prospective Resolution Applicant or any other person

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<sup>7</sup> To be inserted in case Prospective Resolution Applicant is a 'Financial Entity' as defined under Section 29A of the Code. In that case, the Prospective Resolution Applicant is required to provide relevant records and registrations as per the requirements of definition of 'Financial Entity' under Section 29A of the Code, evidencing that the Applicant is a 'Financial Entity'



acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Prospective Resolution Applicant under this affidavit.

9. That the Prospective Resolution Applicant agrees that the Resolution Professional are entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility of the Prospective Resolution Applicant and for assessing the EOI submitted by the Prospective Resolution Applicant.
10. That the Prospective Resolution Applicant agrees that the Resolution Professional reserves the right to determine at his sole discretion, whether the Prospective Resolution Applicant is eligible / ineligible for the submission of the EOI.
11. That in the event any of the above statements are found to be untrue or incorrect, then the Prospective Resolution Applicant unconditionally agrees to indemnify and hold harmless the Resolution Professional and each member of the CoC against any losses, claims or damages incurred by the Resolution Professional and / or the members of the CoC on account of such ineligibility of the Prospective Resolution Applicant.
12. That the Prospective Resolution Applicant agrees and undertakes to disclose/inform forthwith to the Resolution Professional, if the Prospective Resolution Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Corporate Debtor, after the submission of this affidavit.
13. That this undertaking shall be governed in accordance with the laws of India and the NCLT, Amaravati shall have the exclusive jurisdiction over any dispute arising under this affidavit.

**(Deponent)**

### **VERIFICATION**

Verified at \_\_\_\_\_ on this \_\_\_\_\_ (day, month & year), that the above contents of this affidavit are true & correct to the best of my knowledge and belief and nothing has been concealed there from.

**(Deponent)**

*[Notes:*

1. *In case of Consortium the Affidavit shall be signed by each Consortium Member.*
2. *The person signing the Affidavit and other supporting documents should be an authorized signatory supported by necessary board resolutions/power of attorney.*
3. *In case this Affidavit is executed outside India, requirements of legalization/ apostillisation of such Affidavit, as applicable, should be complied with before submission of the same to the Resolution Professional.*

## ANNEXURE D

*(To be executed on stamp paper of appropriate value)*

### NON – DISCLOSURE AND CONFIDENTIALITY UNDERTAKING

Date:

To:

Abhilash Lal  
Resolution Professional  
IP Registration No.: IBBI/IPA-001/IP-P00344/2017-18/10645  
Address registered with IBBI: C 192, Belvedere Towers,  
DLF Phase-II, Gurgaon, 122022

**Communication Address:**

Sevenhills Healthcare Private Limited  
C 192, Belvedere Towers,  
DLF Phase-II, Gurgaon, 122022  
Email ID: [sevenhillsirp@gmail.com](mailto:sevenhillsirp@gmail.com) [with subject: EOI]

**Subject:** Undertaking under Section 29 (2) of the Insolvency and Bankruptcy Code, 2016 (**IBC**) and Regulation 36(4) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (**CIRP Regulations**) to maintain confidentiality.

Dear Sir,

1. In response to the invitation for expression of interest dated 6 January 2023 (**IEOI**) inviting expression of interest for submission of resolution plans (**EOI**) in terms of the IEOI and in terms of the provisions of the Insolvency and Bankruptcy Code, 2016 (**IBC**). We confirm that we have understood the prescribed eligibility criteria mentioned in the IEOI to submit the EOI.
2. We confirm that we are submitting this EOI for submission of resolution plan(s) in terms of the IEOI.
3. We, [*Please insert the Name of the Prospective Resolution Applicant*] hereby undertake, acknowledge, state and represent that:
  - A. Under Regulation 36 of the CIRP Regulations read with Section 29 of the IBC, the Resolution Professional has to provide the information memorandum (**IM**) and other relevant information / additional information, to the potential / prospective resolution applicants, subject to the Resolution Professional receiving a non – disclosure and confidentiality undertaking from each such potential / prospective resolution applicant in accordance with the requirements of the IBC and the CIRP Regulations.
  - B. The IM, together with any additional or supplementary information, writings, recordings or clarification with respect to the Corporate Debtor or the CIRP of the Corporate Debtor, including those provided by way of emails or virtual data room or on telephone or in physical form or in any other way by the Resolution Professional or

any of its partners, directors, officers, affiliates, employees, advisors, representatives and / or agents, including legal advisors is referred as “**Confidential Information**”.

- C. We are executing this undertaking to maintain confidentiality in respect of the Confidential Information in accordance with the requirements of the IBC and the CIRP Regulations.
- D. In accordance with the terms of Section 29 of the IBC read with Regulation 36(4) of the CIRP Regulations, we hereby declare, acknowledge, represent, state, covenant and undertake as under:
  - (i) To maintain confidentiality of the Confidential Information and not to use such Confidential Information to cause an undue gain to ourselves or any other person, or undue loss to the Resolution Professional or the Corporate Debtor or any other person.
  - (ii) Comply with provisions of all applicable laws for time being in force relating to confidentiality and insider trading.
  - (iii) Protect any intellectual property and confidential information of the Corporate Debtor and its subsidiary / group companies, including improvements, derivatives, enhancements, modifications thereof, which we may have access to and as shared as part of the Confidential Information.
  - (iv) Not to share the Confidential Information with any third party.
  - (v) We will direct our Representatives (*as defined below*) to:
    - (a) Maintain confidentiality of the Confidential Information, as provided from time to time, and not to use such Confidential Information to cause an undue gain to us or undue loss to any other person including without limitation the Corporate Debtor, the Resolution Professional or any of its creditors and / or stakeholders.
    - (b) Keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating the Confidential Information separate from its own confidential information.
    - (c) Use the Confidential Information solely for the purposes of submitting an EOI in accordance with the IEOI and not for any other purpose.
  - (vi) Except as provided herein, we will not disclose the contents of Confidential Information, as updated from time to time, to any person other than to our directors, officers, employees, agents and / or advisors (including without limitation our attorneys, consultants and accountants) (collectively, our **Representatives**) who need to know such Confidential Information for the aforementioned purposes and shall ensure that such Representatives have been directed to comply with the confidentiality and use obligations of this undertaking in case any Confidential Information is disclosed to them. If we fail

to direct the Representatives to comply with the confidentiality and use obligations of this undertaking in case of disclosure of any Confidential Information to them, we will be responsible for any breach of the provisions of this undertaking of confidentiality by any of our Representatives, except for those Representatives who have a separate undertaking of confidentiality with the Resolution Professional.

- (vii) We agree to take any and all reasonable measures to restrain any person to whom we have disclosed Confidential Information, directly or indirectly, from disclosure or use of the Confidential Information in violation of this undertaking. The term "person" as used in this confidentiality undertaking shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.
- E. 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 us or our Representative(s) or any other person acting on our behalf.
- F. Without the prior written consent of the Resolution Professional, we agree that neither we nor our Representatives will disclose:
- (i) the fact that the Confidential Information has been provided to us,
  - (ii) that the EOI and/or the proposed resolution plan to be submitted by us is (or was) under consideration,
  - (iii) that discussions or negotiations are taking place, have taken place, or will take place concerning the Corporate Debtor, or
  - (iv) any of the terms, conditions or other information with respect thereto (including the status thereof),
- to any other person unless, such disclosure is required by law, regulation or any competent judicial, supervisory or regulatory body including any stock exchange and then only with as much prior written notice to the Resolution Professional as is practical under the circumstances.
- G. Except with the prior written consent of the Resolution Professional, we further agree that all communications (both written and oral) regarding the Confidential Information and / or the EOI and/or the proposed resolution plan, requests for additional information, and discussions or questions regarding procedures, will be sent to the Resolution Professional only and not directly to any of the Corporate Debtor's affiliates or any of their respective directors, officers or employees.
- H. In the event that we or any of our Representatives are required by law, regulation or any competent judicial, supervisory or regulatory body including any stock exchange to disclose any of the Confidential Information, we shall provide the Resolution Professional with prompt written notice of any such request or requirement so that the Resolution Professional may seek a protective order or other appropriate remedy and / or waive compliance with the provisions of this undertaking. If, however in the opinion

of our counsel, we or our Representative is nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then we or our Representative may disclose only such portion of the Confidential Information which, in the opinion of our counsel, we are compelled to disclose. We will reasonably cooperate with the Resolution Professional in its efforts to obtain a protective order or other appropriate remedy that the Resolution Professional elects to seek to obtain, in its sole discretion.

- I. We hereby represent and warrant that we have the requisite power and authority to execute, deliver and perform its obligations under this confidentiality undertaking.
- J. We hereby agree to, and, will ensure that our Representatives do not share the Confidential Information with any third party / person or entity except where Confidential Information:
  - (i) is or becomes publicly available to us or our Representatives without breach of obligations as set out herein; or
  - (ii) prior to its disclosure for the aforementioned purposes was already in our or our Representatives possession; or
  - (iii) is required to be disclosed by any applicable law for the time being in force or by any applicable regulatory authority or regulation or professional standard or judicial process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process).
- K. This undertaking also applies to Confidential Information accessed through the electronic data room and supersedes any 'click through' or 'click wrap' acknowledgement or agreement associated with any such electronic data room.
- L. We agree to keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertake to keep all documents and other materials reproducing or incorporating any of the Confidential Information separate from its own confidential information.
- M. We understand and undertake, in the event we do not wish to proceed further with formulating the EOI and/or the proposed resolution plan or in the event of approval of a resolution plan as submitted by any of the prospective resolution applicants as per Section 31 of the IBC, we shall immediately return or destroy the Confidential Information including the IM and other information provided by the Resolution Professional or any of its partners, directors, officers, affiliates, employees, advisors, representatives and / or agents, without retaining a copy thereof, in electronic or any other form (unless otherwise required by law or compliance). Notwithstanding the return or destruction of the Confidential Information, we and our Representatives will continue to be bound by our obligations of confidentiality and other obligations hereunder, for the term hereof.
- N. We understand that neither the Resolution Professional nor the Corporate Debtor makes any representation or warranty, expressed or implied, now or in the future, as to the accuracy, correctness, completeness, fairness or relevance of the Confidential

Information. Neither the Resolution Professional nor the Corporate Debtor shall, now or in future, have any liability to us or any other person resulting from our use of the Confidential Information. We also agree and acknowledge that we are not entitled to rely on the accuracy, correctness, completeness, fairness or relevance of the Confidential Information, whether for the purpose of formulation of the EOI and/or the proposed resolution plan and / or otherwise in relation to the Corporate Debtor.

- O. We understand and agree that no failure or delay by the Resolution Professional/ Corporate Debtor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- P. This undertaking of confidentiality shall remain valid for a period of three (3) years after it is executed and / or from the date of completion of the CIRP of the Corporate Debtor under Section 31 of the IBC, whichever occurs later.
- Q. Notwithstanding anything contained herein, we and our Representatives shall not divulge any Confidential Information of the Corporate Debtor, which has been received during the course of the confidentiality undertaking, to anybody, except as required aforesaid.
- R. 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 NCLT, Amaravati shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.

We accept and agree above terms.

On behalf of [*Please insert the Name of the Prospective Resolution Applicant*]:

### **Signature**

Name of the Authorized Signatory: [●]

Designation: [●]

Company Seal / Stamp: [●]

Place: [●]

Date: [●]

### **[Notes:**

- (a) *In case EOI is from a Consortium, above undertaking shall be signed by each Consortium Member.*
- (b) *The person signing EOI and other supporting documents should be an authorised signatory supported by necessary board resolutions/authorization letter.]*