

(FOURTH) 4th INVITATION FOR EXPRESSION OF INTEREST (EOI) UPDATED ON 16th FEBRUARY, 2026

IN THE MATTER OF SRS REAL INFRASTRUCTURE LIMITED (Under CIRP)

Last date of submission of EOI: 03.03.2026

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 Person) Regulations, 2016 (referred as IBBI (CIRP) Reg).

NOTE: ALL THE RESOLUTION APPLICANTS WHO WERE ELIGIBLE AS PER OUR EARLIER FINAL LIST OF PROSPECTIVE RESOLUTION APPLICANTS (PRA) ISSUED ON 14.04.2023 (IN PURSUANCE OF FORM-G (FIRST), FINAL LIST OF PROSPECTIVE RESOLUTION APPLICANTS ISSUED ON 04.06.2023 (IN PURSUANCE OF FORM-G (2ND) AND FINAL LIST OF PROSPECTIVE RESOLUTION APPLICANTS ISSUED ON 19.10.2023 (IN PURSUANCE OF FORM-G (3RD) SHALL BE REQUIRED TO SUBMIT ALL REQUIRED DOCUMENTS/ INFORMATION AFRESH AS PER THESE DOCUMENTS, HOWEVER THE EARNEST MONEY DEPOSIT PAID EARLIER, IF STILL NOT TAKEN BACK, SHALL BE ADJUSTED.

Issued By:

Sd/-

Mr. Amarpal

Resolution Professional in the matter of M/s SRS Real Infrastructure Ltd.

Email: cirp.srsreal@gmail.com,

Ph. No. 9717105008

IP Registration No. -IBBI/IPA-001/IP/ P-01584/2018-2019/12411

AFA Valid Upto: 31.12.2026

**Address: Plot No 19, Lower Ground Floor, Hemkunt Colony, Greater Kailash-1,
New Delhi-110048**

DECLARATION

This detailed invitation for expression of interest ("Invitation" or "IEOI") is issued by Amarpal, Insolvency Professional, having Registration No: IBBI/IPA-001/IP/ P-01584/2018-2019/12411, appointed as the Resolution Professional ("RP") of SRS Real Infrastructure Limited ("Corporate Debtor" or "CD" or "Company" or "SRSRIL"), acting on the instructions of and with the prior approval of the committee of creditors of the Corporate Debtor ("CoC") in terms of the provisions of the Insolvency and Bankruptcy Code, 2016, as amended from time to time ("Code" or "IBC") and read with Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as amended from time to time ("CIRP Regulations") for general information purposes only, without regard to any specific objective, suitability, financial situations and needs of any particular person. This Invitation does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or as a prospectus, offering circular or offering memorandum or an offer to sell or issue or the solicitation of an offer to buy or acquire securities or assets of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. No part of this Invitation, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever. Nothing in this document shall be construed as an advice or opinion (whether legal, financial, technical, or otherwise). By accepting this Invitation, the recipient acknowledges and agrees to the terms set out in this Invitation. This Invitation 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 Invitation is neither an agreement nor an offer by the RP or the members of CoC to the prospective resolution applicant(s) ("PRA") 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 ("EOI") to submit the resolution plan with respect to the Corporate Debtor.

The recipients of the data / information are suggested to exercise their own judgement and verify facts and information before taking any decision without any recourse to the RP or any of the professionals or advisors engaged by the RP. The RP is not in a position to independently evaluate the accuracy, reliability, completeness, or veracity of the information of the CD, obtained by or available with him. Accordingly, the RP cannot express opinion or any other form of assurance to the recipient of this Invitation in connection with the contents of this Invitation or any other information in relation to the CD, including the historical or prospective financial statements, management representations or other data of the Corporate Debtor included in or underlying the accompanying information. All recipients should conduct their own diligence, investigation and analysis of the Corporate Debtor, and the data set forth in this document or otherwise provided.

No statement, fact, information (whether current or historical) or opinion contained herein or as part of inviting and accepting EOI should be construed as a representation or warranty, express or implied,

of the RP or the Corporate Debtor or the members of CoC (or each of their advisors, consultants, and/or professionals engaged by them); and none of the RP, Corporate Debtor, the members of the CoC (including each of their advisors, consultants, and/or professionals engaged by them) shall incur any liability arising out of or in connection with the issue of this Invitation or the authenticity, correctness, fairness, or completeness of any statements, facts or opinions in this Invitation and any such liability is expressly disclaimed. This Invitation has not been approved and will not be filed, registered or reviewed or approved by any statutory or regulatory authority in India.

There is no intention of the RP, Corporate Debtor, the members of the CoC (including each of their advisors, consultants, and/or professionals engaged by them) while issuing this Invitation, to enter into any contractual or fiduciary relationship with the recipients and the recipients do not get any right or expectation in relation to the information contained in this Invitation.

-----This space has intentionally been left blank-----

INVITATION FOR EXPRESSION OF INTEREST ("I-EoI")
TO SUBMIT RESOLUTION PLAN FOR
SRS REAL INFRASTRUCTURE LIMITED

M/S SRS Real Infrastructure Limited ("**Company**" or "**Corporate Debtor**") was incorporated on 26.06.1990 registered with the Registrar of Companies, Delhi. It has its registered office at SRS Multiplex, Top Floor City Centre, Sector -12, Faridabad, Haryana - 121003. The company was engaged in Real Estate Business. As per current information's, there are following assets (*please refer note 1) -

1. **SRS Residency Panchkula-** It is a residential plotted housing project with total of 573 units, which is located at Raipur rani, Panchkula, Haryana spread in approx. 35 Acres.
2. **SRS Royal Hills, Rewari** - It is a residential housing project which has 345 units + 8 Shops, located at Sector 26 Rewari, Haryana
3. **SRS Pearl Floor, Palwal** - It is a residential housing project with 470 units located at Sector 5, Palwal with is unsold units. The project has been completed.
4. **SRS Retreat Farms, Manjhawali** - It is a residential Housing project in approx. 109 acres, Located at Village Akbarpur, Faridabad, with is unsold units. The project has been completed
5. **SRS Tower-** It is the commercial IT project with 350 units located at NH-2, Sector-31, Faridabad,
6. **SRS Emerald Court (Note 2)-** It is semi constructed land size of 23 Kanal 13 Marla, located at NH-2, Sec-5, Near good Year factory, Faridabad Mathura Road, Faridabad-121003
7. **SRS Signature Farm, Rohtak** - Proposed Plotted project at Land size of Approx 15 Acres.
8. **SRS Nest (Banquet & Five Star Hotel) (Note 3)-** It is a constructed Banquet & Five Star Hotel. The operations were stopped since the directors were in jail. It is constructed at 106 Kanal and 10 Marla (Approx. 14 Acres) Located at NH-2, Prithla, Palwal.
9. **Plots** at Lotus City, Sector-9, Kurukshetra having a total area of 1610 sq. yards (7 Plots)
10. **Land measuring 3 Acres and 16 Marla at Bijopur, Gonchi, Tehsil Ballabgarh, District Faridabad**
11. **Land measuring 5.85 Acres at Chirsi, Tehsil Tigaon, Faridabad**
12. **Funds Receivable** from the Govt Departments, Debtors amounting to approx. INR 70 Crs. (Note 3)

Note -

1. *Kindly note that the details of projects including the construction, Sold/unsold units, development right etc. shall be given in the updated version of Information memorandum (IM).*

2. *The land of this project (SRS Emerald Court) is owned by wholly owned subsidiary M/s SRS Retreat Services Ltd. The said land has been mortgaged for loans to subsidiary also. The Joint development agreement (JDA) is not available in the books of accounts. Mortgagee Bank stated that the Joint development agreement (JDA) was signed with CD without any approval and disclosure from the mortgagee bank, hence this asset is not the assets of the CD. The mortgagee Bank is in process to share some more documents which may change the status of this asset. Accordingly, the relevant treatment shall be disclosed in information memorandum (IM).*
3. *The land of this project (SRS Nest) is owned by wholly owned subsidiary M/s SRS Retreat Services Ltd. The said land has been mortgaged to lender for another group company. Mortgagee Bank stated that the Joint development agreement (JDA) was signed with CD without any approval and disclosure from the mortgagee bank. Mortgagee bank submitted that the amount spent on the construction by CD on this land, is just fraudulent transactions and this asset is not the assets of the CD. The receivables at point 12 above are also related to this land only. The mortgagee Bank is in process to share some more documents which may change the status of this asset. Accordingly, the relevant treatment shall be disclosed in information memorandum (IM).*

Please note that the above information's in this I-EoI is based on the documents, information etc. which are available with the RP. The above information may undergo changes upon the receipt of further information. The same shall be informed to the PRA's within the due course of time.

M/S SRS Real Infrastructure Limited (**referred as "CD"**) was placed into Corporate Insolvency Resolution Process (CIRP) by Hon'ble National Company Law Tribunal, Chandigarh Bench vide its Order dated 16.08.2022 passed in CP (IB) No. 266/Chd/Hry/2020 wherein Mr. Amarpal having IBBI Regn. No. IBBI/IPA-001/IP/ P-01584/2018-2019/12411 was appointed as Interim Resolution Professional "IRP" vide the said order. Thereafter Mr. Amarpal was appointed as Resolution Professional "RP" in First COC meeting held on 15.09.2022.

❖ TRANSACTION PROCESS FOR RESOLUTION PLAN IN THIS CIRP HAS BEEN OUTLINED FOR YOUR EASY REFERENCE:

- a. **Publication of Invitation for Expression of Interest("IEOI") in form G, as per IBC Laws**

- b. Availability of relevant detailed document for I-EoI at website- www.srsrealcirp.in and can be requested over email at cirp.srsreal@gmail.com
- c. Submission of EoI along with required documents and information's with refundable EMD as outlined in the present I-EoI document.
- d. Verification of EoI submitted, by RP and publication of the provisional list of Prospective Resolution applicants.
- e. Final Verification of all EoI submitted and clarifications and publication of the Final list of Prospective Resolution applicants.
- f. Confidentiality undertaking by the Resolution Applicants (RAs) along with the other supporting documents annexed to the EOI;
- g. On receipt of declaration of eligibility and receipt of the executed confidentiality undertaking, the RA will be provided with:
 - i) The Information Memorandum prepared as per provisions of the Insolvency and Bankruptcy Code ("IBC"), 2016.
 - ii) Access to the data-room either virtually or physically to be provided for due diligence.
 - iii) Request for Resolution Plan ('RFRP') outlining the next steps along with the evaluation criteria.

Compliance of Regulation 36A (1,2,3) of IBBI (CIRP) Regulations, 2016- The Form G (4th version) as required under this regulation has been published in English Vernacular Language namely- English - Financial express- (Delhi NCR edition), Time of India (Chandigarh Edition) and in Hindi Jansatta - Delhi NCR Editions, Heri Bhumi - Haryana Edition, Rozana Spokesman - (in Punjabi) Chandigarh Edition, on 16.02.2026. The Form G has also been uploaded on the website of IBBI & website of corporate debtor i.e. <https://srsrealinfracirp.in/> prepared by RP for this CIRP.

Compliance of Regulation 36A(4) of IBBI (CIRP) Regulations, 2016-

- a. Eligibility criteria is prescribed as per **Annexure 1**.
- b. The prospective resolution applicants should not be ineligible as per ineligibility terms as per Section 29A of IBC, 2016.
- c. Basic information of the Corporate Debtor is given in the earlier paragraphs.

- d. The prospective resolution applicants are not required to pay any non-refundable deposits.
- e. The Corporate Debtor is not registered enterprise in accordance with the Micro, Small and Medium Enterprises Development Act, 2006.

Compliance of Regulation 36A(5) of IBBI (CIRP) Regulations, 2016 - A prospective resolution applicant (PRA), who meets the requirements of the invitation for expression of interest, may submit expression of interest (EoI) within the time specified in the invitation under clause (b) of sub-regulation (3).

Compliance of Regulation 36A(6) of IBBI (CIRP) Regulations, 2016 - The expression of interest received after the time specified in the invitation under clause (b) of sub-regulation (3) shall be rejected.

Compliance of Regulation 36A(7) of IBBI (CIRP) Regulations, 2016- An expression of interest shall be unconditional and be accompanied by-

- (a) an undertaking by the prospective resolution applicant that it meets the criteria specified by the committee under clause (h) of sub-section (2) of section 25 of IBC;
- (b) Relevant records in evidence of meeting the criteria under clause (a);
- (c) An undertaking by the prospective resolution applicant that it does not suffer from any ineligibility under section 29A to the extent applicable;
- (d) Relevant information and records to enable an assessment of ineligibility under clause (c);
- (e) An undertaking by the prospective resolution applicant that it shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process;
- (f) An undertaking by the prospective resolution applicant that every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code; and
- (g) An undertaking by the prospective resolution applicant to the effect that it shall maintain confidentiality of the information and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under sub-section (2) of section 29 of IBC.

Compliance of Regulation 36A(9) of IBBI (CIRP) Regulations, 2016:

The resolution professional may seek any clarification or additional information or document from the prospective resolution applicant for conducting due diligence under sub regulation (8).

LAST DATE FOR SUBMISSION OF EOI:

The EOIs may be submitted on or before **03.03.2026**, which may be extended by the Committee of Creditors, if it so decides.

The prospective Resolution Applicants submitting the EOI must ensure that they do not suffer from any ineligibility in accordance with the provisions of section 29A or any other provision of IBC, 2016. All the EOIs received shall be examined by the undersigned on the eligibility criteria specified and in accordance with the provisions of IBC 2016.

The RFRP document, Information Memorandum and Evaluation Matrix shall be issued to the Resolution Applicants finding place in Final list of Eligible PRAs upon an undertaking of confidentiality in terms of the provisions of section 29(2) of the IBC, 2016 read with Regulation 36(4) of the IBBI (CIRP) Regulations, 2016.

PAYMENT OF PROCESS PARTICIPATION FEES "EARNEST MONEY DEPOSIT OR "EMD" (REFUNDABLE):

Along with the EOI application, the prospective Resolution Applicant shall pay the process participation fees of Rs. 10,00,000/- (Rupees Ten Lakh) only through Demand Draft/Pay Order only drawn in favour of "SRS Real Infrastructure Limited CIRP.", Payable at New Delhi.

The above fee is refundable in nature.

PAYMENT OF PERFORMANCE SECURITY :

- (I) **PRA's, if submitting the Resolution Plan for any individual project/asset of the Corporate Debtor** shall be required to deposit Rs. 1,00,00,000/- (INR One Crore Only) along with the submission of Resolution Plan to the Resolution Professional as per the RFRP document. The successful Resolution Applicant will have to deposit performance security amount as per the RFRP document.
- (II) **PRA's, if submitting the Resolution Plan for the Corporate Debtor as a whole (going concern)** shall be required to deposit Rs. 5,00,00,000/- (INR Five Crore Only) along with the submission of Resolution Plan to the Resolution Professional as per the RFRP document. The successful Resolution Applicant will have to deposit performance security amount as per the RFRP document.

NOTES:

- I. Please note that If any PRA presenting the EoI/Resolution Plan for more than 1 (One) Individual Project, will have to comply the eligibility criteria for resolution applicant as if the proposed resolution plan is for corporate debtor as a whole, going concern, and accordingly, the other terms and conditions shall be applicable.
- II. RP/the CoC has the right to cancel or modify the process without assigning any reason and without any liability. This is not an offer document and is issued with no commitment;
- III. RP/the CoC reserves the right to withdraw the invitation for EOIs and change or vary any part thereof at any stage and also reserves the right to disqualify any potential bidder, should it be so necessary at any stage;
- IV. No oral conversations or agreements with the Resolution Professional or any official, agent or employee of the Resolution Professional, or any member of the COC shall affect or modify any terms of this invitation for EOIs;
- V. All PRAs who seek to submit a resolution plan in respect of the Corporate Debtor must read, comprehend and comply with all the requirements under IBC, associated rules and regulations that are in force or may come into force subsequently, for resolution plan and all matter thereunder, in relation to invitation of resolution plan in instant process;
- VI. Neither the RA nor any of representatives of the RA shall have any claims whatsoever against the Interim Resolution Professional/ Resolution Professional or any member of the COC or any of their directors, officials, agents or employees arising out of or relating to this invitation for EOIs;
- VII. The consideration, evaluation and approval of resolution plan is within the exclusive powers of Committee of Creditors;
- VIII. By submitting an EOI, each prospective Resolution Applicant/bidder shall be deemed to acknowledge that it has carefully read the entire invitation for EOIs and all the relevant documents/information/process, has fully informed itself as to all existing conditions and limitations;
- IX. All the PRAs need to make their own due-diligence about the facts relating to the Corporate Debtors and its assets and liabilities before making the EOI and that the RP / his team / CoC / any member of CoC/ any agent of the RP / CoC shall not be liable in case any of the information included in this document or

otherwise provided to the PRAs is subsequently not found true, though all precaution have been taken by the RP / his team to ensure the authenticity of the said information.

SCHEDULE OF RESOLUTION PLAN SUBMISSION PROCESS (PROPOSED)

S. No.	Event Description	Event Date
1.	Release of Advertisement as per IBC Laws	16.02.2026
2.	Last date to submit the Expression of Interest	03.03.2026
3.	Date of issue of Provisional list of prospective Resolution Applicants	13.03.2026
4.	Date of filing of objections to the non-inclusion in the Provisional List of Prospective Resolution Applicants	18.03.2026
5.	Date of issue of final list of prospective Resolution Applicants	28.03.2026
6.	Issue of IM, RFRP and Evaluation Matrix to PRAs.	02.04.2026
7.	Resolution Plan Submission Date along with the submission of EMD amount.	02.05.2026 till 06:00 PM.
8.	Declaration of the Successful Resolution Applicant and issuance of Letter of Intent ("LoI") by the RP	At the earliest after consideration of plan by the CoC.
9.	Filing of COC approved Resolution Plan to AA for approval.	At the earliest possible
10.	Submission of Performance Security Amount by the Successful Resolution Applicant	within seven days (07) of issuance of Letter of Intent by the RP
11.	Approval of Hon'ble NCLT regarding the Resolution Plan of Successful Resolution Applicant	The date when AA passes the said order.

(Please note that the above-mentioned timelines are subject to approval of extension/exclusion of CIRP Period, from the COC as well as from the Hon'ble Tribunal)

1. **Annexure One** – Eligibility Criteria for Resolution Applicant as per Section

25(2)(h) of IBC

2. **Annexure Two** – Request letter for Expression of Interest (EOI)
3. **Annexure Three** – Supporting Documents to be attached with EOI
4. **Annexure Four** – Details/Profile of Resolution Applicant
5. **Annexure Five** – Compliance of Section 36 (A) (7) (AFFIDAVIT)
6. **Annexure Six**- Format of Confidentiality Undertaking
7. **Annexure Seven**- Format of Declaration cum Undertaking under Section 29 of the Code.

Mr. Amarpal

Resolution Professional (RP) in the matter of M/s SRS Real Infrastructure Ltd

Email: cirp.srsreal@gmail.com, Ph. No. 9717105008

IP Registration No. -IBBI/IPA-001/IP/ P-01584/2018-2019/12411

AFA Valid Upto: 31.12.2026

Address: Plot No. 19, Lower Ground Floor, Hemkunt Colony, Greater Kailash-1, New Delhi-110048

Date: 16th February, 2026

Place: New Delhi

ANNEXURE 'ONE (1)'
M/S SRS REAL INFRASTRUCTURE LIMITED
Under CIRP

A. ELIGIBILITY CRITERIA FOR RESOLUTION APPLICANT (IN CASE THE PROPOSED RESOLUTION PLAN IS FOR INDIVIDUAL PROJECT OF THE CORPORATE DEBTOR)

Category I -

In case of **Individual/group of individuals** (consortium) or HUF or One Person Company whether in India or Outside India: **Minimum Tangible Net worth (TNW) of INR 10 Crores (Rupees Ten Crores only) and above as an Average of last 2 Financial Years** based on audited financial statements of the entity and as certified by a Chartered Accountant.

Category II -

In case of a **private/ public limited company, Partnership Firm, LLP, Body Corporate/ Consortium** of any of them whether incorporated in India or outside India: **Minimum Tangible Net worth (TNW) of INR 10 Crores (Rupees Ten Crores only) and above as an Average of last 2 Financial Years** based on audited financial statements of the entity and as certified by a Chartered Accountant.

Category III -

In case of **Financial Institutional Investors (FIIs) / Financial Institutions (FIs)/ Mutual Funds / Private Equity Funds/ Venture Capital Funds, Domestic / Foreign Investment Institutions, Non-Banking Financial Companies (NBFCs), Banks and similar entities or Consortium** of any of them: **Assets Under Management (AUM) of at least INR 50 Crores (Rupees Fifty Crores only) as on 31st March 2025** based on audited financial statements of the entity and as certified by a Chartered Accountant.

In case of Asset Reconstruction Companies (ARCs): The applicant ARC shall fulfil the minimum net worth / AUM and other eligibility requirements as prescribed under the applicable guidelines and directions issued by the Reserve Bank of India (RBI), supported by audited financial statements and certification by a Chartered Accountant

B. ELIGIBILITY CRITERIA FOR RESOLUTION APPLICANT (IN CASE THE PROPOSED RESOLUTION PLAN IS FOR CORPORATE DEBTOR AS A WHOLE, GOING CONCERN)

Category I -

In case of **Individual/group of individuals** (consortium) or HUF or One Person Company whether in India or Outside India: **Minimum Tangible Net worth (TNW) of INR 30 Crores (Rupees Thirty Crores only) and above as an Average of last 2 Financial Years** based on audited financial statements of the entity and as certified by a Chartered Accountant.

Category II -

In case of a private/ public limited company, Partnership Firm, LLP, Body Corporate/ Consortium of any of them whether incorporated in India or outside India: **Minimum Tangible Net worth (TNW) of INR 50 Crores (Rupees Fifty Crores only) and above as an Average of last 2 Financial Years** based on audited financial statements of the entity and as certified by a Chartered Accountant.

Category III -

In case of Financial Institutional Investors (FIIs) / Financial Institutions (FIs)/ Mutual Funds / Private Equity Funds/ Venture Capital Funds, Domestic / Foreign Investment Institutions, Non-Banking Financial Companies (NBFCs), Banks and similar entities or Consortium of any of them: **Assets Under Management (AUM) of at least INR 250 Crores (Rupees Two Hundred Fifty Crores only) and above as an Average of last 2 Financial Years** based on audited financial statements of the entity and as certified by a Chartered Accountant.

(Please note that any PRA presenting the Resolution Plan for more than 1 (One) Individual Project, will have to comply the eligibility criteria for resolution applicant (in case the proposed resolution plan is for corporate debtor as a whole, going concern).

*****In case of Asset Reconstruction Companies (ARCs): The applicant ARC shall fulfil the minimum net worth / AUM and other eligibility requirements as prescribed under the applicable guidelines and directions issued by the Reserve Bank of India (RBI), supported by audited financial statements and certification by a Chartered Accountant*****

In case of bidding as a consortium:

- PRA may be a “Consortium”. Consortium shall mean any person acting together with another person as a consortium/joint bidder or joint venture (whether incorporated or not) for the purpose of submission of the EoI and Resolution Plan in respect of the Corporate Debtor;
- Lead member must hold at least 20% equity in the consortium;
- In case of consortium of individuals, TNW shall be calculated based on weighted average of their respective net worth i.e. the aggregates of such portions of their TNW, as is proportionate to their shareholding in the consortium, will count towards the qualification criteria of TNW under this EoI. The Consortium per-se should satisfy condition of category I;
- In case the consortium is of body corporates, TNW of consortium shall be calculated based on their weighted average i.e. the aggregates of such portions of their TNW as is proportionate to their shareholding in the consortium, will count towards the qualification criteria of TNW under this EoI. The consortium per-se should satisfy condition of Category II;
- In case the consortium is of Financial Investors (FI) / Mutual Funds / Private Equity / Venture Capital Funds / Domestic/ foreign Investment institutions, Non-Banking Finance Companies (NBFC), Asset Reconstruction Companies, Banks and similar entities:, AUM / Loan Portfolio of consortium shall be calculated based on their weighted average i.e. the aggregate of such portions of their AUM/Loan Portfolio as it proportionate to their shareholding in the consortium will count towards the qualification criteria of AUM/Loan Portfolio. Similarly, the committed funds available for investment/deployment in Indian companies or Indian assets shall be based on their weighted average i.e. the aggregate of such portion of their committed funds available for investment /deployments in Indian companies or Indian assets as is proportionate to their shareholding in the consortium will count towards the qualification criteria of committed funds. The consortium per-se should satisfy condition of Category III;
- If members are from **Category I & II**, the criterion applicable to the individual members will be the criterion as applicable to the category it belongs as recalculated based on its share in the consortium i.e. each consortium member will satisfy the criterion applicable to its category as multiplied by its share in the consortium;
- If members are from **Category II & III**, the criterion applicable to the individual members will be the criterion as applicable to the category it belongs as recalculated based on its share in the consortium i.e. each consortium member will satisfy the criterion applicable to its category as multiplied by its share in the consortium;

- If members are from **Category I & III**, the criterion applicable to the individual members will be the criterion as applicable to the category it belongs as recalculated based on its share in the consortium i.e. each consortium member will satisfy the criterion applicable to its category as multiplied by its share in the consortium;
- If members are from **Category I, II & III**, the criteria for TNW and AUM/ Loan Portfolio /Committed funds would again be based on share of a particular member in the consortium i.e. it will be in proportion to their shareholding in the consortium. The consortium members belonging to Category I, Category II and Category III should independently satisfy the criteria for Category I, Category II and Category III as recalculated bases on their share in the consortium;

The Resolution Professional will verify the net worth of the applicant and may ask for relevant documents for such verification and such documents may include audited financial statements, net worth certificate from a Chartered Accountant, copies of income tax returns, other documents relating to net worth of the applicant as he deems necessary.

Payment of Process Participation Fees (Refundable):

Along with the EOI application, the prospective Resolution Applicant shall pay the process participation fees of Rs. 10,00,000/- (Rupees Ten Lakh) only through Demand Draft/Pay Order only drawn in favour of "SRS Real Infrastructure Limited CIRP.", Payable at New Delhi.

The above fee is refundable in nature.

General Eligibility Criteria

1. No change in lead member or any member whose financials have been used to meet the criteria set out herein shall be permitted after the last date for submission of EoI.
2. Please note that a Prospective Resolution Applicant with negative tangible net-worth shall not be qualified under any category(ies) mentioned above except under Category IV, where one or more members to whom net worth criteria is applicable, should based on the weighted average of their net worth, have positive net worth.
3. The PRAs will be permitted to implement the approved resolution plan through a Special Purpose Vehicle formed for the said purpose however the PRAs, whose

financials have been used for meeting the eligibility criteria, shall be responsible and liable for implementation of the approved resolution plan.

4. None of the Prospective Resolution Applicant(s) should attract any of the ineligibilities enlisted under provisions of Section 29A of IBC.

-----This Space has intentionally left blank-----

ANNEXURE 'TWO (2)'

M/S SRS Real Infrastructure Limited Under CIRP

[On the Letterhead of the Prospective Resolution Applicant Submitting the EOI]

EXPRESSION OF INTEREST

Date: [.....]

To,

**Mr. Amarpal
Resolution Professional
For M/S SRS Real Infrastructure Limited
Reg No. IBBI/IPA-001/IP-P01584/2018-2019/12411
Email: cirp.srsreal@gmail.com**

Subject: Expression of Interest ("EOI") for submitting Resolution Plan for M/S SRS Real Infrastructure Limited ("Corporate Debtor") undergoing Corporate Insolvency Resolution Process ("CIRP") under Insolvency and Bankruptcy Code, 2016 (IBC).

Sir,

In response to the publishing of Form G at IBBI Website and public advertisement in English and Vernacular Language Newspaper on 16.02.2026 for inviting EOI for submission of resolution plans ("Resolution Plan") as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("IBC"), we confirm that we have understood the eligibility criteria and meet the necessary threshold and criteria mentioned in "Annexure One" to the EOI and accordingly submit our EOI for submission of a Resolution Plan for the Corporate Debtor.

Along with our EOI, we have also provided information as required in the prescribed format in "Annexure Three", Annexure Four", "Annexure Five", "Annexure Six" and "Annexure Seven".

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

- (A) the EOI will be evaluated by the Resolution Professional (RP) of Corporate Debtor based on the information provided in the Annexures and attached documents to determine whether we qualify to submit the proposal pursuant to EOI;
- (B) the RP/ the Committee of Creditors (CoC) reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the proposal and may reject the EOI submitted by us without assigning any reason/ without any liability whatsoever;
- (C) the RP/ the CoC reserve the right to request for additional information or clarification from us for the purposes of the EOI and /or for any compliance under IBC and we shall comply with the same immediately without any delay. Failure to satisfy the queries of RP/ CoC may lead to rejection of our submission pursuant to EOI;
- (D) Meeting the qualification criteria as set out in EOI / Annexure - One alone does not automatically entitle us to participate in the next stage of the bid process;
- (E) We are not an ineligible person in terms of provisions of Section 29A of the IBC, 2016 read with its amendment as on the date of signing of this EOI. We are a "fit and proper" person and not under any legal disability to be a promoter entity of the Corporate Debtor under the applicable laws including listing agreements, stock exchange requirements and SEBI regulations and guidelines.

Yours Sincerely,

On behalf of [Insert the name of the entity submitting the EOI]

Signature:

Name of Signatory:

Designation:

Company Seal /Stamp

Notes: The person signing the EOI and other supporting documents should be an authorized signatory supported by necessary board resolutions/ authorization letter.

ANNEXURE 'THREE (3)'

M/S SRS Real Infrastructure Limited

SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI by PRAs

- 1) Profile of PRA including subsidiary (wholly-owned subsidiary and partly owned subsidiary, if any), promoter and promoters' group, Key Managerial Personnel and Rationale for bidding for the Corporate Debtor.
- 2) Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA & AoA). Copy of PAN card or equivalent documents.
- 3) Audited financial statements for the year ending 31st March 2023, 31st March, 2024 and 31st March 2025 of the prospective RA and/or its parent entity/ promoter to establish the eligibility criteria.
- 4) A Chartered Accountant's certificate for the Tangible Net Worth of the prospective RA as on 31st March 2024 and 31st March 2025 based on the audited financial statement of the entity.
- 5) A notarized declaration from the prospective RA in order to demonstrate that the promoter/ promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the eligibility criteria. Please note that the prospective RA shall provide all relevant documents for its promoter/ promoter group or any other group company, if required to meet the eligibility criteria.
- 6) In case of an EOI from a consortium, copy of a consortium agreement and other relevant documents as required by the RP/CoC in relation to each member of the Consortium, providing the details of total equity participation/economic interest of each member of Consortium in the Consortium.
- 7) Any other documents/information/undertaking prescribed herein as well as additional information which the PRA finds necessary to share or as may be notified by the RP/CoC from time to time.

ANNEXURE 'FOUR (4)'

M/S SRS Real Infrastructure Limited

[Note: The details set out below are to be provided for each of the members]

1. Name and Address:
 - a. Name of the Firm/Company/Organization:
 - b. Address:
 - c. Telephone No:
 - d. Fax:
 - e. Email:
2. Date of Establishment:
3. Core Area of Expertise:
4. Contact Person:
 - a. Name:
 - b. Designation:
 - c. Telephone No:
 - d. Fax:
 - e. Email:
5. Prospective Resolution Applicant Profile:
 - a. Prospective Resolution Applicant Financial Profile (consolidated / standalone as applicable):
 - b. Experience of the Company in the relevant sector and the rationale for bidding.
 - c. History, if any, of the prospective RA or affiliates of the prospective RA. Whether Ras have been declared a "willful defaulter", "non-Cooperative borrower", or "non-performing asset" in the past?
 - d. Latest Credit Rating, if any (copy to be enclosed)
 - e. Profile of PRA including subsidiaries (wholly-owned subsidiary and partly-owned subsidiary, if any), promoter and promoter group, parent company and ultimate parent company and key managerial personnel.

(Note: In case of Consortium, the details set out above are to be provided for each of the member of the Consortium)

ANNEXURE 'FIVE (5)'

[To be submitted on non-judicial stamp paper of appropriate value as per the stamp act applicable to the place of execution. In case of Consortium, to be submitted by each member of the Consortium. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the EOI are appropriately apostilled/consularised, and stamp duty is paid in India before submission to Resolution Professional.

Each page of the declaration cum undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the signatory must affix his/her full signature and additionally affix the rubber stamp seal of the PRA. Kindly fill in the requisite details in each of the items where information is left blank or has been sought]

**Compliance under Regulation 36A (7) Insolvency and Bankruptcy Board of India
(Insolvency Resolution Process for Corporate Persons) Regulations, 2016("CIRP
Regulations")**

In the matter of Corporate Insolvency Resolution Process of M/S Real Infrastructure Limited under the provisions of the Insolvency and Bankruptcy Code, 2016 and CIRP Regulations.

AFFIDAVIT

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

1. That I am fully conversant with the facts and circumstances of the subject matter and am also duly empowered and competent to swear and affirm this affidavit;
2. That I, confirm that the criteria as specified by the Committee of Creditor under clause (h) of sub-section (2) of section 25 of IBC 2016, are fulfilled/meet;
3. That I, hereby annex the relevant records in evidence of meeting the criteria as specified in para 2 above;
4. That I, have understood the provisions of section 29A of the Insolvency and Bankruptcy Code, 2016 read with the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2018 (collectively referred to as the "IBC"). I confirm that neither [name of the resolution applicant] nor any person acting jointly or in concert with [name of the resolution applicant] is ineligible

under Section 29A of IBC to submit resolution plan (s) in the Corporate Insolvency Resolution Process of SRS Real Infrastructure Limited under the provisions of IBC.

5. That I, hereby annexed the relevant information and records to enable an assessment of ineligibility under para 4 above.
6. That I, give an undertaking that [Resolution Applicant] shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process.
7. That I, give an undertaking that every information and record provided in the expression of interest is true and correct and discovery of any false information or record at any time will render the [Resolution Applicant] ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code; and
8. That I give an undertaking that the [Resolution Applicant] shall maintain confidentiality of the information and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under sub-section (2) of section 29;
9. That I confirm that the said declaration and disclosure is true and correct; and
10. That I am duly authorized to submit this declaration by virtue of [state where the authority is drawn from]

Deponent

Verification

Verified at [Place] at this [Date] day of [Month] 2026, that the content of the above affidavit is true and correct to my personal knowledge, nothing is false in it and no material facts have been concealed therefrom.

Deponent

ANNEXURE 'SIX (6)'

FORMAT OF CONFIDENTIALITY UNDERTAKING

(To be duly stamped and notarized)

[To be submitted on non-judicial stamp paper of appropriate value as per the stamp act applicable to the place of execution. In case of Consortium, to be submitted by each member of the Consortium. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the EOI are appropriately apostilled/consularised, and stamp duty is paid in India before submission to Resolution Professional.

Each page of the declaration cum undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the signatory must affix his/her full signature and additionally affix the rubber stamp seal of the PRA. Kindly fill in the requisite details in each of the items where information is left blank or has been sought]

To,
Mr. Amarpal
Resolution Professional
For M/S SRS Real Infrastructure Limited
Reg No. IBBI/IPA-001/IP-P01584/2018-2019/12411
Email: cirp.srsreal@gmail.com

Subject: Corporate Insolvency Resolution Process of SRS Real Infrastructure Limited – Confidentiality Undertaking (“Undertaking”)

Dear Sir,

SRS Real Infrastructure Limited, a company incorporated under the Companies Act, 1956 having its registered office at SRS Multiplex, Top Floor City Centre, Sector-12 Faridabad Haryana, 121007 (“Company” or “Corporate Debtor” or “Disclosing Party”), as the context may require, which shall include the RP (as defined hereinafter) and any of their officers, employees, advisors, duly authorized attorneys, accountants) is currently undergoing corporate insolvency resolution process (“CIRP”) under the provisions of the Insolvency and Bankruptcy Code, 2016 read with the rules and regulations framed thereunder (“Code”), pursuant to the order dated 16.08.2022 passed by Hon’ble National Company Law Tribunal, Chandigarh Bench-II (“NCLT”);

The NCLT had appointed Mr. Amarpal, being a registered insolvency professional with IBBI, as the interim resolution professional for the Company, who was subsequently confirmed as the resolution professional of the Company in terms of Section 22 of the Code (“RP”). As per the provisions of the Code, the RP is under an obligation to provide the ‘relevant information’ (as defined under the Code) to the prospective resolution applicants.

In view of the above, the RP will be sharing the relevant information, comprising/ containing certain Confidential Information (as defined in Clause 1 below) with us, [insert name and description of the PRA] ("Recipient" / "Resolution Applicant") for the purpose of preparation, submission and negotiation of the resolution plan ("Resolution Plan") by us in the CIRP of the Company ("Purpose") and accordingly, the Resolution Applicant has agreed to execute this Undertaking to be bound by the terms and conditions hereinafter set forth governing, inter-alia, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE, the Resolution Applicant agrees, acknowledges, confirms, and undertakes as follows:

1. "Confidential Information" shall mean all information, whether in written, oral, pictorial, electronic, visual or any other form, including information in the virtual data room ("VDR"), relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company or in relation to the resolution plan process, provided by or on behalf of the Disclosing Party or any of its affiliates or advisers to me/us. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:
 - a. any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organization, management, strategic initiatives and plans, policies and reports, financial position of the Company;
 - b. any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Company or in which Company has an interest of any kind;
 - c. any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind;
 - d. any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Company or in which Company has an interest of any kind;
 - e. any information belonging to identified third parties with whom the Company has business dealings;
 - f. any proposed business deals, contracts or agreements to which Company is party;
 - g. any information relating to disputes, litigations, proceedings filed by or against the Company;
 - h. the information memorandum in respect of the Company prepared under the provisions of the Code and 'relevant information' under Section 29 of the Code as well as the information contained in VDR;

- i. contents of its Resolution Plan;
 - j. particulars of any negotiations conducted with the committee of creditors (“CoC”) on its Resolution Plan;
 - k. financial terms or scores of any other resolution applicant (if disclosed to the Recipient) in the course of or as process of negotiation with the Recipient; and
 - l. any information which is derived/generated from or copied from or reflects the abovementioned information.
2. The Recipient shall at all times observe the following terms:
- a. it shall hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;
 - b. it shall not, directly or indirectly, use the Confidential Information for: (i) any purpose other than the Purpose; or (ii) causing an undue gain or undue loss to itself or any other person;
 - c. it shall comply with the requirements under sub-section (2) of section 29 of the Code;
 - d. it shall comply with provisions of law for the time being in force relating to confidentiality and insider trading;
 - e. it shall protect any intellectual property of the corporate debtor it may have access to;
 - f. it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except to its Representatives in the manner provided below) without the prior consent of the Disclosing Party;
 - g. it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the “Representatives”), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Undertaking. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the Representatives would not discharge the Recipient from its confidentiality obligations under this Undertaking. In any event, the Recipient shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the Recipient shall be deemed as breach of this Undertaking by the Recipient. For the purposes of this Undertaking, the term “Affiliate” shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term “Control” shall have the meaning ascribed to the term under the Companies Act, 2013. The terms “Controlling” and “Controlled by” or “under

common Control” shall have corresponding meanings;

- h. it shall use the same degree of care to protect the Confidential Information as the Recipient uses to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorized access, use, dissemination, copying, theft and/or republication of the Confidential Information;
 - i. it shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);
 - j. it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Undertaking or its proposal to prepare/ submit the Resolution Plan or contents of Resolution Plan in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;
 - k. it shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Undertaking; and
 - l. it shall protect against any unauthorized disclosure or use, any Confidential Information of the Company that it may have access to in any manner.
3. The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
- a. is or becomes available to the public domain without breach of this Undertaking by the Recipient; or
 - b. is disclosed with the prior written approval of the Disclosing Party; or
 - c. was in the possession of the Recipient prior to its disclosure to them under this Undertaking from another source which was not under any obligation of confidentiality, which is evidenced from the records of the Recipient; or
 - d. is disclosed pursuant to any law or a court order or the stock exchange requirement provided that in the event the Recipient is required to make such disclosure pursuant to a court order / stock exchange announcement, then in that case the Recipient shall only disclose the Confidential Information to the extent required and to the extent permissible, and promptly notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such Disclosure or discuss the extent of disclosure by the Recipient.
4. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated

under this Undertaking or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.

5. For the avoidance of doubt, nothing in this Undertaking shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this Undertaking, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).
6. The Disclosing Party makes no representation, warranty or inducement, whether express or implied, as to the veracity, accuracy or completeness of the Confidential Information and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Recipient's right to use the Confidential Information. The Disclosing Party has not verified or audited the information and the information so provided is based on books and records available with the Company. The Disclosing Party does not take any responsibility for any acts, omissions, or decisions made by Recipient based on the information provided. The Recipient shall exercise its own diligence before making any conclusion or decision.
7. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and the committee of creditors of the Corporate Debtor ("CoC") and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this Undertaking and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Undertaking, in addition to and without prejudice to, any other remedies available to the Disclosing Party and the CoC under applicable law or in equity.
8. The Recipient shall indemnify and hold harmless the Disclosing Party and the CoC against all losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Undertaking, including but not limited to any gross negligence or willful misconduct in respect of the Confidential Information, by the Recipient and/or its Representatives.
9. The Recipient shall not, without prior written consent of the Disclosing Party and the CoC, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Company or Disclosing Party in relation to the corporate insolvency resolution process of the Company.
10. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand - delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in a written notice to the other parties hereto.

For Disclosing Party/RP

Contact Person: Mr. Amarpal

Postal address: Plot No. 19, LGF, Hemkunt Colony, Greater Kailsh-1, New Delhi-110048

E-mail ID for correspondence: cirp.srsreal@gmail.com

For Recipient/Resolution Applicant

Postal Address:

Contact Person:

Email:

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

11. If any provision of this Undertaking is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Undertaking as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Undertaking as though the provision had never been included, in either case, the remaining provisions of this Undertaking shall remain in full force and effect.
12. No amendments, changes or modifications of any provision of this Undertaking shall be valid, except by an undertaking in writing signed by the Recipient and acknowledged and accepted by the Disclosing Party.
13. No failure or delay by Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.
14. The Recipient shall not assign or transfer its rights or obligations contained in this Undertaking or any interest therein without the prior written consent of the Disclosing Party.
15. This Undertaking shall be governed by and construed in all respects according to the laws of the India and, the Parties hereto agree to submit to the exclusive jurisdiction of Company Law Tribunal, Chandigarh Bench or the courts of appropriate jurisdiction (as applicable).
16. The Undertaking shall be in conjunction to any other undertakings provided by us to

the Disclosing Parties.

17. Nothing in this Undertaking shall have the effect of limiting or restricting any liability arising because of fraud or willful default.
18. The Recipient hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform the obligations under this Undertaking.
19. This Undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the Disclosing Party to forfeit the refundable deposit in terms thereof.

IN WITNESS WHEREOF, the Resolution Applicant hereto has caused their duly authorized representatives to set their hands the day and year first above written.

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

Name:

Designation:

ANNEXURE 'SEVEN (7)'**FORMAT OF DECLARATION CUM UNDERTAKING
UNDER SECTION 29A OF THE CODE*****(To be duly stamped and notarized)***

[To be submitted on non-judicial stamp paper of appropriate value as per the stamp act applicable to the place of execution. In case of Consortium, to be submitted by each member of the Consortium. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the EOI are appropriately apostilled/consularised, and stamp duty is paid in India before submission to Resolution Professional.

Each page of the declaration cum undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the signatory must affix his/her full signature and additionally affix the rubber stamp seal of the PRA. Kindly fill in the requisite details in each of the items where information is left blank or has been sought]

In the matter of Corporate Insolvency Resolution Process of M/S Real Infrastructure Limited under the provisions of the Insolvency and Bankruptcy Code, 2016 and CIRP Regulations.

I, [Name of Signatory], son of / daughter of [Name of Signatory's father] aged [Age of Signatory] resident of [Address of Signatory], the authorized signatory, on behalf of [insert name and description of the PRA] ("Resolution Applicant", a term which also includes any person acting jointly with the Resolution Applicant), duly authorized by the Resolution Applicant in terms of the board resolution dated [insert], which continues to be valid and subsisting as on the date of this declaration cum undertaking, do hereby solemnly affirm, state and declare to the committee of creditors ("CoC") of SRS Real Infrastructure Limited ("SRS RIL" or "Corporate Debtor" or "Company") and the Resolution Professional of the Company ("RP") as follows:

1. That I am duly authorized and competent to make and affirm the instant declaration cum undertaking for and on behalf of the Resolution Applicant in terms of the [resolution of its board of directors/ power of attorney- to provide other necessary details of such authorization]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. I hereby unconditionally state, submit and confirm that the Resolution Applicant is not disqualified from submitting an expression of interest in respect of the Company, pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016 read with the rules and regulations framed thereunder, as amended from time to time ("**Code**").
3. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Code) of (i) the Resolution Applicant; or (ii) any person acting jointly or in

concert with the Resolution Applicant (a list of such 'connected person' is set out in the Annexure hereto):

- a. is an undischarged insolvent;
- b. is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- c. is at the time of submission of the expression of interest and / or resolution plan a person who,
 - i) has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, or
 - ii) controls or manages or is the promoter of a corporate debtor whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force;

and such classification has continued for a period of one year or more from the date of such classification till the date of commencement of the corporate insolvency resolution process of the Company and all such overdue amounts along with interest, costs and charges thereon have not been fully repaid at the time of submission of expression of interest and / or resolution plan.¹

- d. has been convicted for any offence punishable with imprisonment:
 - i) for two years or more under any statute specified under the Twelfth Schedule of the Code and two years have not passed from the date of release from such imprisonment; or
 - ii) for seven years or more under any law for the time being in force and two years have not passed from the date of release from such imprisonment;
- e. is disqualified to act as a director under the Companies Act, 2013;³
- f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g. has been a promoter or in the management of or control of a corporate debtor in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the adjudicating authority under the Code;⁴
- h. has executed a guarantee in favour of a creditor, in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code and such guarantee has been invoked by the creditor and remains unpaid in full or in part; and
- i. is subject to any disability, corresponding to the aforesaid conditions under any law in a jurisdiction outside India.

4. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure of relevant information and records in respect of itself, and all its connected persons as required under Regulation 36A(7)(D) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, for the assessment of its eligibility under Section 29A of the Code, as applicable to the corporate insolvency resolution process of the Company.
5. That the Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents, records and information as may be required by the RP or the CoC to verify the statements made under this declaration cum undertaking.
6. That the Resolution Applicant agrees that each member of the CoC and the RP are entitled to rely on the statements and affirmations made in this declaration cum undertaking for the purposes of determining the eligibility and assessing, agreeing and approving the resolution plan submitted by the Resolution Applicant.
7. That the Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Resolution Applicant becomes aware of any change in factual information in relation to it or a person acting jointly or in concert with 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 during the corporate insolvency resolution process of the Company, after the submission of this declaration cum undertaking.
8. That this declaration cum undertaking shall be governed in accordance with the laws of India and courts/tribunals.
9. This declaration cum undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the CoC to forfeit the refundable deposit in terms thereof.

IN WITNESS WHEREOF, the Resolution Applicant hereto has caused their duly authorized representatives to set their hands the day and year first above written.

Signed by
for and on behalf of
the Resolution Applicant

Name:
Designation:

Annexure – List of Connected Persons

Notes:

1) *Nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the Corporate Debtor.*

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

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

2) *This clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A of the Code*

3) *This clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A of the Code.*

4) *This clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the Resolution Applicant pursuant to a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction.*

-----XXXX-----