

**INVITATION FOR EXPRESSION OF INTEREST
TO SUBMIT RESOLUTION PLAN
FOR
ANDES TOWN PLANNERS PRIVATE LIMITED**

(Under Regulation 36A(1) of Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, under Case No. IB-317/ND/2022 under provision of Insolvency & Bankruptcy code, 2016)

Name of Corporate Debtor : ANDES TOWN PLANNERS PRIVATE LIMITED.
CIN : U70109DL2006PTC152579
PAN : AAGCA0816R
Reg. office : F-50-B, F NO-2 F/F MADHU VIHAR,NEW DELHI-92
Business Place : Delhi, Lucknow (UP)

Issued by

Sd/-

Ashok Kumar Gupta

Resolution Professional of M/s ANDES TOWN PLANNERS PVT LTD.

Registration Number: IBBI/IPA-003/IP-N00010/2016-2017/10072

Communication Address : 304, D R Chamber, 12/56, D B Gupta Road,

Karol Bagh, New Delhi-11005

Email : cirp.andestown@gmail.com,

Reg Address : LD-46 Pitampura, Delhi

Reg Email id : cmaashokgupt@gmail.com

Place : Delhi

Date : 10.10.2023

**DETAILED PROCESS DOCUMENTS FOR SUBMISSION
OF EXPRESSION OF INTEREST
FOR
SUBMISSION OF RESOLUTION PLAN
FOR
ANDES TOWN PLANNERS PRIVATE LIMITED**

(Under Regulation 36A(1) of Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, under Case No. IB-317/ND/2022 under provision of Insolvency & Bankruptcy code, 2016)

(Investment opportunity under Corporate Insolvency Resolution process)

Dear Madam/Sir,

Expression of Interest (EoI) is invited from prospective Resolution Applicant in accordance to prescribed form G, published on 10th October 2023 from the eligible and qualified person or persons(refer minimum eligibility criteria) having adequate financial and technical capabilities to submit resolution plan for Andes Town Planners Private Limited for which Corporate Insolvency Resolution Process was initiated by NCLT, Delhi under the provisions of the Insolvency and Bankruptcy Code, 2016 vide its order dated 2nd March 2023.

The Prospective Resolution Applicant should submit the documents and relevant information accordance to the requirement of this detailed EoI Process Document.

BACKGROUND

ANDES TOWN PLANNERS PRIVATE LIMITED. (“Corporate Debtor”, “CD”, “ ATPPL”) is a Private Limited Company incorporated on 26th August 2006 and is registered with Registrar of Companies, Delhi. Its authorized share capital is Rs.31,000,000 and its paid up capital is Rs. 30,100,000. The main objectives of the Corporate Debtor is to carry on business of contractors, builders, Town planners, infra-structures developers, Estate developers, Engineers Land developers and scapers, estate agent, immovable property dealers, and to buy, purchase, lease, exchange, hire or otherwise lands, Building, civil works, immovable property of any tenure or any interest in the same and to erect and construct, houses, flats, bungalows, kothis or civil work of every type on the land of the Company or any other land or immovable property whether belonging to the company or not and to pull down, rebuilt, enlarge, alter and other conveniences and to deal with and improve the immovable property of the company or any other immovable properly in India or abroad etc. as per Memorandum of Association of the Corporate Debtor including ancillary activities.

BASIC DETAILS

As per records from Ministry of Corporate Affairs (MCA), ATPL’s latest Financial statements & Annual Return were filed for the year ending 31.3.2018 and annual General Meeting (AGM) held on 27.9.2018.

MASTER DATA AT MCA SITE (at time of commencement of CIRP)

Company Master Data			
CIN	U70109DL2006PTC152579		
Company / LLP Name	ANDES TOWN PLANNERS PRIVATE LIMITED		
ROC Code	RoC-Delhi		
Registration Number	152579		
Company Category	Company limited by Shares		
Company Sub Category	Non-govt company		
Class of Company	Private		
Authorised Capital(Rs)	31000000		
Paid up Capital(Rs)	30100000		
Number of Members(Applicable in case of company without Share Capital)	-		
Date of Incorporation	26/08/2006		
Registered Address	F-50-B, F NO-2 F/F MADHU VIHAR NEW DELHI East Delhi DL 110092 IN		
Email Id	tiwari_rohtasprojects@rediffmail.com		
Whether Listed or not	Unlisted		
Date of last AGM	27/09/2018		
Date of Balance Sheet	31/03/2018		
Company Status(for e-filing)	Active		
Charges			
	Charge Amount	Date of Creation	Date of Modification
Assets under charge			
	150000000	25/03/2011	21/03/2013
Immovable property or any interest therein; Book debts	900000000	01/10/2014	-
Immovable property or any interest therein	75700000	31/08/2014	-
Immovable property or any interest therein	10500000	30/03/2013	-
	857000000	30/07/2008	30/03/2013
Immovable property or any interest therein	100000000	31/03/2014	-
Immovable property or any interest therein; Book debts	530000000	30/03/2009	-
Immovable property or any interest therein	140000000	26/06/2014	-
Immovable property or any interest therein	250000000	18/09/2015	-
Immovable property or any interest therein	150000000	21/03/2013	-
Immovable property or any interest therein	9800000	05/05/2011	-
Immovable property or any interest therein	50000000	31/03/2013	-
Directors/Signatory Details			
DIN/PAN	Name	Begin date	End date
0000790650	PARESH RASTOGI	24/06/2008	-
0001534690	PIYUSH RASTOGI	24/06/2008	-

MASTER DATA AS ON DATE

Company Information	
CIN	U70109DL2006PTC152579
Company Name	ANDES TOWN PLANNERS PRIVATE LIMITED
ROC Name	ROC Delhi
Registration Number	152579
Date of Incorporation	26/08/2006
Email Id	tiwari_rohtasprojects@rediffmail.com
Registered Address	F-50-B, F NO-2 F/F MADHU VIHAR, East Delhi, NEW DELHI, Delhi, India, 110092
Address at which the books of account are to be maintained	-
Listed in Stock Exchange(s) (Y/N)	No
Category of Company	Company limited by shares
Subcategory of the Company	Non-government company
Class of Company	Private
ACTIVE compliance	ACTIVE Compliant
Authorised Capital (Rs)	3,10,00,000
Paid up Capital (Rs)	3,01,00,000
Date of last AGM	27/09/2018
Date of Balance Sheet	31/03/2018
Company Status	Under CIRP
Jurisdiction	
ROC (name and office)	ROC Delhi
RD (name and Region)	RD, Northern Region
Interim Resolution Professional (IRP)	
Name of IRP/ RP/ Liquidator	ASHOK KUMAR GUPTA
Address of IRP/ RP/ Liquidator	LD-46 PITAMPURA, Delhi, India, 110034

CORPORATE INSOLVENCY RESOLUTION PROCESS (CIRP) OF ANDES TOWN PLANNERS PVT LTD.

The Hon'ble Adjudicating Authority, National Company Law Tribunal, Delhi initiated Corporate Insolvency Resolution Process (CIRP) of M/s Andes Town Planners Pvt. Ltd. (ATPPL) vide its order dated 02nd March 2023 in the case No. IB-317/ND/2022 on an application of M/s Piramal Capital & Housing Finance Limited (erstwhile DHFL), u/s section 7 of Insolvency & Bankruptcy Code, 2016, upon default of more than Rs. 88.35 crore on 31.12.2017. The Hon'ble Adjudicating Authority inter alia appointed Mr. Ashok Kumar Gupta, Insolvency Professional, having registration No. IBBI/IPA-003/IP-N00010/2016-2017/10072 as Interim Resolution Professional (IRP). IRP has collated the claim of

creditors till first cutoff date, and constituted Committee of Creditors (CoC) of Andes Town Planners Pvt Ltd consisting of Financial Creditors in terms of provision of Insolvency and Bankruptcy Code, 2016. Further, class of creditors (Home buyers) of Corporate Debtor nominated IP Mr. Shraavan Kumar Vishnoi having Registration No. IBBI/IPA-002/IP-N00040/2016-2017/10079 as their Authorised Representative. The Hon'ble Adjudicating Authority appointed IP Shraavan Kumar Vishnoi, as Authorised Representative for the class of creditors in terms of sub section 6A of section 21 of Insolvency & Bankruptcy code, 2016 to represent them in the CoC.

IRP had convened first meeting of CoC on 10th April 2023, wherein IRP was appointed as Resolution Professional (RP) by Committee of Creditors in terms of section 22 of Code to conduct CIRP and the Hon'ble Adjudicating Authority confirmed the appointment of IRP as RP vide its order dated 27.04.2023.

INVITING EXPRESSION OF INTEREST (EOI) FROM PROSPECTIVE RESOLUTION APPLICANTS FOR RESOLUTION PLANS FOR ANDES TOWN PLANNERS PVT LTD.

The Resolution Professional (RP) hereby invites Expression of Interest (EOI) for submission of Resolution Plan from eligible Prospective Resolution Applicants (PRAs) for Corporate Debtor in terms of Section 25(2)(h) of IBC 2016 read with Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (“*CIRP Regulations*”) and section 30 of the Code.

The RP in consultation / approval of Committee of Creditors in its meeting held on 25th September, 2023 has finalized eligibility criteria for PRA and other terms and conditions for EOI i.e. Detail Process Document.

DETAILS OF MAJOR ASSETS & LIABILITIES:

BRIEF OVERVIEW

It is to be noted that the IRP and his team visited registered office (as per MCA records) and corporate office (as per public domain) of Corporate Debtor in Delhi which were found occupied by third parties. The same are not the assets of Corporate Debtor. Further local offices at Lucknow (which are part of group offices of Rohtas Builders) are found sealed by Lucknow Police upon several FIRs and complaints of home buyers against ex-management /promoter of the Group including Corporate Debtor. It is informed by police that they found premises without books and records, computers etc. The Promoters/ Directors are booked under UP Gangster Act somewhere in 2019, upon filing of number of complaints and FIRs. As per public news, Non - Bailable warrants have been issued against promoter/

directors of Corporate Debtors who are absconding. Police has been tracing them since and enquired with RP about their whereabouts. Major assets as per available details i.e. Land & Building, Plant & Machineries, and Security or Financial assets on “as is where is basis” of M/s Andes Town Planners Pvt Ltd are given below which shall be modified from time to time upon getting substantial information/ documents

LAND & BUILDING

The Corporate Debtor has the following projects :

A. ROHTAS PLUMERIA – A HOUSING AND COMMERCIAL COMPLEX PROJECT

This Integrated Township project is situated at TCG-3/3, Vibhuti Khand, Gomti Nagar Extension, Lucknow (UP) on the plot measuring approx.. 73018.74 Sq. Mt. Vibhuti Khand is one of the well-developed residential cum commercial sub-locality of Gomti Nagar. Presence of well-known companies and excellent social infrastructure are the key reasons boosting the residential sector of Vibhuti Khand. The project consists of the following :

a) ROHTAS PLUMERIA HOMES

(having 18 Residential Towers (A to T) (I & O do not exist))

b) STYLUS/NT/ANANTA Tower – Residential Tower as per approved MAP of year 2015.

(Residential apartment proposed with basic amenities and some unique modern features)

c) ROHTAS SUMMIT – most successful Commercial Tower having A & B Block

Initially, 19 towers were proposed out of which 18 Towers were proposed for residential (known as block A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q, R, S, T) and one Commercial Tower known as SUMMIT (having two block A & B). Later CD had proposed one additional residential tower known as STYLUS /NT Tower (now also be known as ANANTA). As such total 20 towers were proposed on said land measuring 73018.74 Sq. Mt. approved by LDA till 2015.

It is further noted that out of 18 Residential tower 14 towers have been occupied by home buyers whereas Residential Tower known as N, L, P are unfinished building & Q tower is partial constructed building. It is also noted that some of ground units (studio apartment) in L & N block have been occupied by some home buyers.

Whereas as per UP-RERA order, the land-use of tower Q has been converted from residential to commercial vide sanction letter dated 4th February 2019 by Lucknow Development Authority.

Layout View



PLUMERIA



SUMMIT

ANANTA



Whereas SUMMIT Building is under control and maintaining by M/s Highness Infradevelopers Pvt Ltd (HIPL), and STYLUS / ANANTA Tower is under control of M/s Halwasiya Development Pvt Ltd. (HDPL). It is noted that ex-management had filed appeal before Hon'ble NCLAT against the order of Hon'ble NCLT for initiating Insolvency Resolution Process of Corporate Debtor (CIRP) and request to exclude SUMMIT as well which was dismissed by Hon'ble NCLAT. Further HDPL has filed appeal against CIRP order to exclude ANANTA Tower. However Hon'ble NCLAT directed to maintain status quo and eventually the appeal was withdrawn by HDPL.

RP has filed application u/s 19(2) against Ex- Management and application under section 60(5) read with 19(2) of IBC against HDPL and HIPL respectively for sharing records, information, documents as well as for handover of assets in which orders of status quo have been granted against HDPL and HIPL vide order dated 20.07.2023. The matters are pending before Hon'ble Adjudicating Authority. As stated before, the Hon'ble Adjudicating Authority has directed maintenance of status quo which is still continuing.

As per study by independent consultant, in view of order of UP RERA Order no. 5468 dated 02-05-2022 and as per the revised FAR norms in the area where the said project is located, the CD has the potential FAR in range of approx. 5,00,000 Sq. Ft – 6,20,000 Sq. Ft to use it for residential/commercial subject to terms and conditions. Further there is a strong probability of availability of more than one lakh Sq. Ft. saleable residential/ commercial space. The further details, based on available data, shall be shared vide Information Memorandum.

Vibhuti Khand is a great location for families, working professionals, and students is Lucknow's Vibhuti Khand, a modern and upscale residential district that provides a comfortable and opulent living experience with excellent accessibility to other parts of the city. The region is home to affluent apartment buildings, malls, restaurants, schools, hospitals, and a flourishing business district with many corporate headquarters and IT parks, creating many work opportunities. Vibhuti Khand is a great neighborhood to live in because it offers the ideal fusion of contemporary conveniences with a tranquil way of life.

(Information Memorandum (IM) shall be shared to PRA in Final list at the time of issuing Request for Resolution Plan)

B. SAVANNA INTEGRATED TOWNSHIP PROJECT (KNOWN AS GATEWAY CITY/ SAVANNA CITY) PROPOSED ON 111 ACRE LAND AT PURSAINEE MOHANLAL GANJ, LUCKNOW RAEBARELI ROAD, LUCKNOW

As per information obtained from claimants and public domain, Lucknow Development Authority (LDA) had approved DPR/ Permission/License for development of Integrated Township Project on 111.30 acres of the land (out of proposed 139 acres land) at Lucknow Raebareli Road, Lucknow vide it letter dated 27/2/2017. Raebareli Road is most developed road in Lucknow as the settlements like South city, Vrindavan Yojna, Awas Vikas and private builders like Omaxe, DLF, Green Valley Residency are located here and many projects are coming in neighbor area and site linked with Ring Road.

As per market news approx. 56 acres of land were acquired by CD out of which approx. 13 acres of land should be kept by LDA under mortgage (lien) upon giving permission or License for development of high-tech integrated township project as its Policy. It is noted that RP has not been able to verify ownership of CD as land yet not found in the name of CD at registry. It is noted that some of land might be acquired under group companies or others name. It is further noted that efforts are going on. RP made reminder request to LDA and is expecting details of the projects and land from LDA.

PLANT & MACHINERY & OTHER TANGIBLE ASSETS

Lift (including if any advance for same), Transformer and other ancillary Plant & Machineries, Motor Pump, Tank, building material, beam, bar, pipes, stores and misc. assets etc. lying at above said land/ Project (under possession / without possession) “As is where is basis”, excluding the assets owned by third party.

SECURITY OR FINANCIAL ASSETS

The RP is investigating the affairs of Corporate Debtors. The same shall be updated in the Information Memorandum. The ex-management has not shared any information yet. However following assets shall be available:

- i) Receivables/Advances, if any
- ii) Bank balances, if any, in bank account of Corporate Debtor
- iii) Investments, if any (it is noted that CD has filed last ABS as at 31.3.2018 and no further Annual Return was filed thereafter) .
- iv) Any other receivables as comes to knowledge in due course. Any other revenue belongs or earned from assets of CD., directly or indirectly.

LIABILITIES (AS PER SUBMITTED CLAIM)

In the absence of books and records, the RP has prepared and modifying list of creditors, based on the claims & documents for modification under claim, received from creditors and admitted (provisionally) from time to time. As per new amendments dated 18.9.2023 under regulations 12 & 13 of Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the list of creditors is under modification and the same shall be updated on website (www.andestown.in) or provide separately. Further please note that the list of creditors shall be update from time to time in terms of said regulations or as per provision of code or as per directions of Hon'ble Adjudicating Authority.

Till date no statutory authority has filed claim. The demand of Income Tax department, as per income tax website, shall be provide under Information Memorandum.

SUBMISSION OF EXPRESSION OF INTEREST (EOI)

THE RP IS INVITING EXPRESSION OF INTEREST (EOI) UNDER STIPULATED FORM G ISSUED ON 10.10.2023 AS PER ANNEXURE G.

1. The Person who is submitting the EOI should meet the Eligibility Criteria as set out in “**Annexure - A**” hereto. EOI shall be submitted in the prescribed format as set out in “**Annexure - B**” hereto along with the supporting documents as set out in “**Annexure - C**” and the details of PRA as set out in “**Annexure - D**” hereto.

EOI in the prescribed format and the annexures along with the refundable deposit as set out in Para 2 below should be submitted by email and physical copy in sealed envelope at the below-mentioned address throughspeed post / registered post or by hand delivery. The sealed envelope should be super-scribed as “**Expression of Interest for ANDES TOWNPLANNERS PRIVATE LIMITED**” and should be sent to:

Ashok Kumar Gupta

Resolution Professional of M/s ANDES TOWN PLANNERS PVT LTD.

Registration Number: IBBI/IPA-003/IP-N00010/2016-2017/10072

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

Email : cirp.andestown@gmail.com, cc: maashokgupt@gmail.com

A SOFT COPY OF EOI along with above stated annexures is required to be sent over email to Email : cirp.andestown@gmail.com, cc: maashokgupt@gmail.com

2. REFUNDABLE DEPOSIT (Refundable EMD):

Along with the application for EOI, the PRA shall deposit a refundable process participation deposit (Refundable EMD) of **Rs 10 lakhs /- (Rupees Ten Lakhs only)**, by way of Demand Draft / Bankers Cheque / Pay order/ Transfer of fund by RTGS/NEFT/ Financial Bank Guarantee in the name of ‘**ANDES TOWN PLANNERS PVT LTD**’ payable at par, which will be refundable to all the PRAs as per provision of I & B code, terms of EOI and Request for Resolution Plan (RFRP).

The Bank details are as under :

Name : ANDES TOWN PLANNERS PVT LTD -In CIRP
Bank name : Kotak Mahindra Bank
A/C No. : 4148020197
IFSC : KKBK0000191
Branch : New Delhi- Karol Bagh

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

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

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

3. LAST DATE OF SUBMISSION OF EOI:

PLEASE REFER FORM G OR EVENT DATE IN THIS DOCUMENTS

MODE OF SUBMISSION

EOI should be submitted by hand or post in a sealed envelope and by email at the communication address below:

Mr. Ashok Kumar Gupta
Resolution Professional of Andes Town Planners Pvt Limited
Office: 304, D R Chamber, 12/56, D B Gupta Road, Karol Bagh, New Delhi-110005
Email : cirp.andestown@gmail.com, cmaashokgupt@gmail.com

Note :

- i. In case the designated day happens to be a holiday in Delhi, 19:00 hours on the next working day will be deemed as the last date for submission of EOI.

Other relevant dates are given in **Form G** for inviting EOI to submit Resolution plan which was published in Financial Express and Jansatta (Delhi NCR and Lucknow edition), Financial Express and Hindustan (Lucknow Edition), as published on web site of <https://ibbi.gov.in/en> and on website of company at <https://andestown.in/> and later on may be published as per requirement in same or other newspapers.,

- ii. Access to Information Memorandum (IM), data room for due-diligence (DD) and other relevant information will be provided to qualified and shortlisted PRAs after receiving a confidentiality undertaking as per Section 29 (2) of the IBC 2016 and an undertaking under Regulation 36A (7) of the CIRP Regulations. The undertakings to be submitted by the PRA is set out in “**Annexure - E 1**” and “**Annexure - E 2**” hereto.
- iii. The PRA to this invitation should satisfy the conditions as specified under Section 29A of IBC 2016. The declaration to be submitted by the PRA under Section 29A of IBC 2016 is set out in “**Annexure - F**” hereto.

- a) For any clarifications, please write to Email : cirp.andestown@gmail.com

b) NOTES AND OTHER TERMS AND CONDITIONS:

- i. The Invitation for EOI is not an offer or invitation for sale or the solicitation of an offer to buy, purchase or subscribe to any securities, if any, of **ANDES TOWN PLANNERS PVT LIMITED**.
- ii. COC / RP reserves the right to withdraw EOI and / or cancel the Resolution Plan process at any stage. Mere submission of the EOI shall not create any rights in favour of the PRA and the decision of the COC / RP regarding the resolution plan process shall be final and binding on all parties subject to directions of the Hon’ble Adjudicating Authority.

- iii. EOI should be filed along with Authority Letter/ Board Resolution and all the pages of the EOI submitted, should be signed and stamped by the Authorised signatory

THE COC / RP FURTHER RESERVE THE RIGHT TO:

- a) In terms of provision of code, Amend, extend, vary or modify the terms and conditions regarding submission of Resolution plan, including but not limited to Evaluation Matrix, Eligibility Criteria, timelines regarding submission of the Resolution Plan; and
- b) Disqualify and / or reject any PRA at any stage of the bid process without assigning any reason and without any liability, including any tortious liability. Amendments/ Clarifications / Information regarding extension, if any, of time for submission of EOI shall be uploaded on the website.
- c) RP and COC has right to sought further documents/ information under EOI.
- d) All interested parties should obtained information from Resolution Professional, Ashok Kumar Gupta, via email : cirp.andestown@gmail.com, cc : cmaashokgupt@gmail.com
- e) to keep themselves updated regarding the same.
- f) No agreement(s) with RP or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the RP or ANDES TOWN PLANNERS PRIVATE LIMITED or any member of the COC or verbal communication by them shall affect or modify any terms of this EOI.
- g) No claims against the RP or ANDES TOWN PLANNERS PRIVATE LIMITED or any member of the COC or any of their official, representative, affiliates, associate, advisor, agent, director, partner or employee would arise out of this EOI.
- h) By submitting a proposal, each PRA shall be deemed to acknowledge that it has carefully read the entire EOI including its terms and conditions & evaluation matrix and has fully informed itself as to all the existing conditions and limitations.

Sd/-

Ashok Kumar Gupta

Resolution Professional of M/s ANDES TOWN PLANNERS PRIVATE LIMITED

Office: 304, D R Chamber, 12/56, D B Gupta Road, Karol Bagh, New Delhi-11005

Email : cirp.andestown@gmail.com, cmaashokgupt@gmail.com

Attachments: Annexures - A to H

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ANNEXURE –A
ELIGIBILITY CRITERIA

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

The eligibility criteria of Prospective Resolution Applicant (Person) for submission of Expression of Interest (EOI) for ANDES TOWN PLANNERS PRIVATE LIMITED is as follows:

Minimum Eligibility Criteria for Inviting Expression of Interest from the Person (Prospective Resolution Applicant) viz. Individuals/ Partnership firm/ Company/ AOP/ Firm/ consortium of person/ Joint Venture etc. be as under:

- *Minimum Tangible Net worth of Rs. 10 Crores (Rupees Ten Crores) (as per latest available audited Financial statements as but not earlier than 31.3.2022).*

In case of Consortium, aggregate minimum tangible net worth of all consortium members should be Rs 10 Crore to meet the requirement.

- *Minimum Eligibility criteria for NBFC/FIs/FII/ARC/Approved fund – Minimum Net worth of Rs. 50 crores or Minimum Asset Under Management (“AUM”) or funds deployed of Rs. 50 crores. (as per latest available audited Financial statements but not earlier than 31.3.2022)*

In case of Consortium, aggregate minimum tangible net worth of all consortium members should be Rs 50 Crore to meet the requirement.

- *Experience of Real Estate Projects (Minimum One lakh sq. ft area constructed and delivered and minimum experience of three years in real estate sector) or Experience of Turnaround Business or competent to undertake diversify business. (However, this eligibility criteria is not applicable in case PRA is NBFC/ FIs/FIIs/ ARC/Approved fund.)*
- *Refundable EMD of Rs. 10 lakh by way of Bank Guarantee/ Demand Draft/ Transfer by way of NEFT/RTGS in favour of Andes Town Planners Pvt Ltd. – CIRP a/c ”*
- *The PRA shall be in and demonstrate strict compliance with the requirements of Section 29A of the Code and other applicable provisions of the Code and other statutory laws, as applicable.”*

Other Terms and conditions

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

- ❖ **In case of consortium, following conditions must be satisfied.**
 - a) All members in the consortium shall be jointly and severally responsible for compliances with the terms of the invitation for EOI,RFRP etc.
 - b) Each member of the consortium shall nominate and authorize the lead partner to represent and act on behalf of the members of the consortium.
 - c) A person can be a member of one consortium only.

- ❖ A Prospective Resolution Applicant with negative tangible net- worth shall not be qualified under any category(s) mentioned above.

- ❖ None of the Prospective Resolution Applicant(s) including consortium members, should attract any of the in-eligibilities enlisted under provisions of Section 29A of IBC or as per required criteria.

- ❖ EARNEST MONEY DEPOSIT (EMD) of Rs. 10 lakh by way of Demand Pay order/ Draft/ T/f of fund by RTGS/NEFT/ Bank Guarantee in favour of Andes Town Planners Pvt Ltd. -CIRP a/c andwhich shall be Interest free and Refundable. ”

(II) COMPLIANCE WITH PROVISIONS OF SECTION 29A OF IBC 2016:-

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

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

ANNEXURE - B
FORMAT OF EXPRESSION OF INTEREST

To

Ashok Kumar Gupta

Resolution Professional of

M/s ANDES TOWN PLANNERS PRIVATE LIMITED

Registration Number: IBBI/IPA-003/IP-N00010/2016-2017/10072

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

Subject: Expression of Interest (EOI) for ANDES TOWN PLANNERS PRIVATE LIMITED

Dear Sir,

In response to your public advertisement in Financial Express/ Jansatta/ Hindustan or Website - andestown.in or Web site of Insolvency & Bankruptcy Board/ (mentioned which is applicable) under prescribed form G dated 10th October 2023 for inviting EOI to submit a Resolution Plan for **ANDESTOWN PLANNERS PRIVATE LIMITED**, we hereby submit our unconditional EOI.

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

The information furnished by us in this EOI and the supporting documents is true, correct and accurate to the best of our knowledge and is as per the terms and conditions stipulated in the EOI Process document.

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

We, however, understand that Mr. Ashok Kumar Gupta , RP for **ANDESTOWN PLANNERS PRIVATE LIMITED** and the COC reserve their right to decide whether or not, we are eligible for submitting the Resolution plan for **ANDESTOWN PLANNERS PRIVATE LIMITED** without disclosing any reason whatsoever and without any liability.

Thanking you,

On behalf of the firm / company / organization:Signature:

Name of signatory: Designation:Company Seal / Stamp:

Place:

Date:

Enclosures: Annexures

ANNEXURE - C

SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED WITH EOI AND IMPORTANT REQUIREMENTS

1. Profile of PRA including its group entities and its Board of Directors/ Partners/ Member.
2. Legal Documents: Copies of Incorporation and Constitutional Documents such as Memorandum and Articles of Association, Certificate of Registration, Partnership Agreement / Deed, LLP Agreement, Consortium Agreement etc. of PRA.
3. Certified true copies of latest Audited financial statements, Income Tax Returns and computation of income, which should not be **prior to 31st March, 2022** of the PRA and / or its promoters / promoter group, or any other group company as per eligibility criteria.
4. The PRA shall also provide all the relevant documents in respect of its promoter / promoter group or any other group company if required to meet the eligibility criteria. The PRA shall provide a Net worth Certificate duly certified by a Chartered Accountant.
5. Undertakings in the format attached as “**Annexure E 1**” and “**Annexure E 2**”, duly executed by the Authorised Representative of the PRA on the stamp paper of adequate value.
6. Declaration / Affidavit under Section 29A of the IBC, 2016 in the format attached as “**Annexure F**”, duly executed by the Authorise Representative of the PRA on the stamp paper of adequate value.
7. A list of connected persons of the PRAs (including each member of the Consortium), as defined under Section 29A of the IBC 2016.
8. A statement showing how the PRA meets the conditions laid down in the eligibility criteria along with evidence / supporting documents to substantiate the same including statement of disclosure giving details whether the resolution applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the adjudicating authority at any time in the past under the Code.

9. In the case of a Consortium, the relevant documents will need to be provided by each member of the Consortium.
10. Demand Draft / Bankers cheque / Transfer of Fund by RTGS/NEFT/ Bank Guarantee for the Refundable Deposit (Refundable EMD) of Rs.10 lakh (Rs Ten Lakh lakh).
11. Any other documents / information which PRA finds necessary to share or as may be notified by the RP from time to time.
12. Board Resolution, authority letter or such other document authorizing the Authorise representative to execute and submit the EOI along with the supporting documents.
13. All the correspondence/ communication with and from RP , shall be made through the designated email- id, as mentioned in the Annexure-D. Communications received from any other email- id or address shall not be considered by the RP and the same shall be deemed to have never been received by the RP.
14. Previous contracts or agreements entered into with Corporate Debtor, if any

ANNEXURE - D

DETAILS OF THE PROSPECTIVE RESOLUTION APPLICANT (PRA)

1. Name and address:

Name:

Address (with proof):

Telephone No.:

Fax No.:

Email :

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

3. Core area of expertise of RA:

4. Contact Person:

Name:

Designation:

Telephone No:

Mobile No.:

Email:

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

6. Bank account details

Account No
Account Name Bank Name

Bank Branch & Address IFSC Code

Type of account

7. Company / FI Profile:

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

(Note: The Company profile should necessarily include the tangible net-worth and therevenue numbers of the preceding three (3) years. Where the entity submitting the EOI is a financial investor / fund entity, please provide details pertaining to “assets under management” and / or “committed funds” for the preceding three (3) years or the committed funds available as on 31st March 2022 or latest date for investment. Further, the fulfillment of eligibility criteria must be clearly identified / certified herein)

b) Experience of the Company in the relevant sector(s) and experience as stipulated in eligibility criteria.

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

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

ANNEXURE - E 1

CONFIDENTIALITY UNDERTAKING

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

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

To,

Ashok Kumar Gupta

Resolution Professional of

M/s ANDESTOWN PLANNERS PRIVATE LIMITED

Registration Number: IBBI/IPA-003/IP-N00010/2016-2017/10072

Office: 304, D R Chamber, 12/56, D B Gupta Road, Karol Bagh, New Delhi-5

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

Dear Sir,

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

1. Pursuant to the terms of the Code read with the Insolvency and Bankruptcy Board of India (Insolvency Process for Corporate Persons) Regulations, 2016 (“*CIRP Regulations*”), the invitation of resolution plans from Prospective Resolution Applicants by the Resolution Professional under Regulation 36A(7) of the CIRP Regulations, each Prospective Resolution Applicant shall submit an expression of interest which will be unconditional and be accompanied by an undertaking in accordance with the Code and the CIRP Regulations, to the effect that such applicant, *inter alia*, maintains confidentiality of the information.
2. Further, in terms of Regulation 39(1)(c) of the CIRP Regulations, the Prospective Resolution

Applicant shall submit the Resolution Plan along with an undertaking that every information and records provided in connection with or in the resolution plan is true and correct and discovery of false information and record at any time will render the applicant ineligible to continue in the Corporate Insolvency Resolution Process, forfeiture of any refundable deposit, and attract penal action under the Code.

3. Further, in terms of Regulation 36(4) of the CIRP Regulations, the Resolution Professional shall share the INFORMATION MEMORANDUM after receiving an undertaking from the eligible Prospective Resolution Applicant or Member of Committee of Creditors to the effect, *inter alia*, that they will strictly 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 requirement of sub section 2 of section 29 of Insolvency and Bankruptcy Code, 2016.

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

1. I / We will not divulge any information(s) including but not limited to any financial information of the Corporate Debtor or information relating to disputes by or against the Corporate Debtor, disclosed to me/us by the Resolution Professional (or any other person on behalf of the Resolution Professional) and any information or part thereof pertaining to submission of Expression of Interest in terms of the provisions envisaged under the Code read with Regulation 36A(7) & 39(1)(c) of the CIRP Regulations and any information or part thereof pertaining to the Information Memorandum duly prepared as per Section 29 (1) of the Code read with Regulation 36 of the CIRP Regulations, through oral or written communication or through any other mode to any person or entity and the said information shall constitute “**Confidential Information**”. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects and/ or is derived from any Confidential Information shall also constitute Confidential Information.
2. I / We further unconditionally and irrevocably undertake and declare that:
 - a) the Confidential Information shall be kept confidential by me/us and shall be used solely for purposes allowed under the Code;
 - b) I / We shall not use the Confidential Information to cause any undue gain or undue loss to me/ourselves or any other person/entity;

- c) I / We shall comply with all provisions of Law for the time being in force;
- d) I / We shall comply with all laws relating to non-disclosure of the Confidential Information and insider trading;
- e) I / We shall protect any intellectual property of the Corporate Debtor which it may have access to or obtain access to at a subsequent stage by virtue of being a Prospective Resolution Applicant;
- f) the Confidential Information may only be disclosed to and shared with any employees or third parties by me/us, in accordance with applicable laws, including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the corporate insolvency resolution process of the Corporate Debtor, provided that I/we shall bind such employees and third parties, by way of an undertaking/ agreement, to terms as restrictive as those stated in this Confidentiality Undertaking;
- g) I / We shall ensure that all Confidential Information is kept safe and secured at all times and is protected from any theft including but not limited to any cyber security theft and / or any breach of confidentiality;
- h) I / We shall immediately destroy and permanently erase all Confidential Information upon the approval of a resolution plan by NCLT under Section 31(1) of the Code or upon an order for liquidation of the Corporate Debtor being passed by the NCLT under Section 33 of the Code, unless otherwise waived by the (i) Corporate Debtor in writing in the event of approval of resolution plan by the NCLT; or (ii) liquidator in writing in the event of an order for liquidation of the Corporate Debtor being passed by the NCLT under Section 33 of the Code;
- i) I / We shall take all necessary steps to safeguard the privacy and confidentiality of the information and shall use best endeavors to secure that no person acting on my/ our behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Corporate Debtor, all information related to disputes by or against the corporate debtor and any other matter pertaining to the Corporate Debtor; and
- j) I / We shall be responsible for any breach of obligations under this Confidentiality Undertaking and shall indemnify the Resolution Professional for any loss, damages and costs incurred by the Resolution Professional due to such breach of obligations by me/us or any person acting on my/ our behalf.

3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:
 - a) information which, at the time of disclosure to me/us was already in the public domain without violation of any provisions of applicable laws;
 - b) information which, after disclosure to me/us becomes publicly available and accessible without violation of applicable laws or a breach of this Confidentiality Undertaking;
 - c) information which was in my/our possession prior to its disclosure, as evidenced by my/our records;
 - d) information that is received by me/us from a third party which is not in breach of my/our confidentiality obligations hereunder; and
 - e) information that is required to be disclosed by me/us (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial, regulatory or administrative authority, provided however I/We should use my/our best endeavors to provide prior intimation of such disclosure to the Resolution Professional.
4. No representation or warranty has been provided by the Resolution Professional in relation to the authenticity or adequacy of the information provided to me/us, including Confidential Information, and I/We would not have any claim against the Resolution Professional or any person acting on its behalf or the Corporate Debtor in relation to any information.
5. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or wilful default.
6. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and the Resolution Professional shall be entitled to the remedies of injunction, specific performance and other equitable relief(s) for a threatened or actual breach of this Confidentiality Undertaking.
7. I/We hereby represents and warrants that I/We have the requisite power and authority to execute, deliver and perform my/ our obligations under this Confidentiality Undertaking.
8. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by me/us with the prior written consent of the Resolution Professional that expressly modifies or waives any such term.

9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian laws and the Courts at Delhi shall have sole and exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.

Signed on behalf of

by Mr/Mrs. _____

(Name and Designation) Authorised Signatory

ANNEXURE - E 2

UNDERTAKING UNDER REGULATION 36A (7) OF THE IBBI (CIRP) REGULATIONS, 2016
and as required under eligibility criteria approved by Committee of Creditors of Andes Town Planners Pvt Ltd.

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

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

Ashok Kumar Gupta

Resolution Professional of

M/s ANDESTOWN PLANNERS PRIVATE LIMITED

Registration Number: IBBI/IPA-003/IP-N00010/2016-2017/10072

Office: 304, D R Chamber, 12/56, D B Gupta Road, Karol Bagh, New Delhi-5

Email : cirp.andestown@gmail.com, cmaashokgupt@gmail.com

Dear Sir,

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

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

1. I / We have received the detailed invitation for Expression of Interest (EOI) in respect of ANDESTOWN PLANNERS PRIVATE LIMITED (“Corporate Debtor”) under the Corporate Insolvency Resolution Process (CIRP), from its Resolution Professional (RP), Mr. Ashok Kumar Gupta.
2. I / We are submitting herewith our Expression of Interest in respect of the said Corporate Debtor and we are willing to furnish whatever further information is called for by the RP
3. Pursuant to the provisions of Regulation 36A (7) of the IBBI (CIRP) Regulations, 2016, I/We hereby undertake that my / our expression of Interest is unconditional and further confirm, state and undertake that:-
 - (a) I / We meets the criteria specified by the committee under clause (h) of sub-section (2) of section 25;
 - (b) I / We are submitting herewith relevant records in evidence of our meeting the criteria as stated above in clause (a).
 - (c) I/We do not suffer from any ineligibility under section 29A to the extent applicable;
 - (d) I / We are submitting herewith relevant information and records to enable an assessment of ineligibility under section 29A or clause (c) ;

- (e) I/We shall intimate the resolution professional forthwith if it becomes ineligible at anytime during the corporate insolvency resolution process;
- (f) I/We state, submit and undertake every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code; and
- (g) I / We undertake that I / We shall maintain the confidentiality of the information received from the RP and I / We shall not use such information to cause any undue gain or undue loss to our self or any other person and comply with the requirements under subsection (2) of section 29 of the IBC, 2016;

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

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

Further I/We undertake that I/WE *shall be in and remain in strict compliance with the requirements of Section 29A of the Code and other applicable provisions of the Code and other statutory laws, as applicable.*"

For _____

(Authorised Signatory)

Name)

Stamp & Designation

Date: _____

Place: _____

Witness:

1. Name and address _____

2. Name and address _____

ANNEXURE 'F'

(Affidavit cum Undertaking in terms of section 29A of Insolvency & Bankruptcy Code, 2016)

[On the stamp paper of adequate amount as applicable for declaration, affidavit and indemnity, in the state where this document is executed with minimum stamp duty being Rs. 100 and notarised]¹

[Note: Foreign companies submitting expression of interest are required to ensure that the documents submitted as part of the expression of interest are appropriately apostilled, and stamp duty is paid as per local laws in India before submission to the Resolution Professional.

The execution of this affidavit must be authorized by a duly passed resolution of the board of directors of the prospective resolution applicant or any sub-committee of the board (if so authorized by the board) in the event the prospective resolution applicant is a company and in case of an LLP / partnership firm / other eligible entity, the authorisation from the body vested with similar powers of management.

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

Where the resolution applicant is a consortium, the affidavit set out below is to be provided by each member of the consortium.]

AFFIDAVIT U/S SECTION 29A OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016

I/We, [_____], *[Please insert as applicable - incorporation details including corporate identification number and registered office details in case of companies / identification information including date of birth,, PAN number and AADHAAR number in case of individuals]* [under authorization given to me vide resolution of the Board of Directors/ power of attorney of (name of the Applicant)² dated [] (“**Applicant**” or “**Prospective Resolution Applicant**”), do hereby solemnly affirm and irrevocably and unconditionally state, in relation to submission by the Applicant of an expression of interest in respect of Andes Town Planners Private Limited (“**ATPL**”) (referred to as the “**Corporate Debtors**”), as follows

1. I/We say that pursuant to the provisions of Section 25(2)(h) of the Insolvency and Bankruptcy Code, 2016, as amended from time to time (“**IBC**”), Mr. Ashok Kumar Gupta, Resolution Professional of Corporate Debtor (the “**Resolution Professional**”) had invited expressions of interest from interested parties/resolution applicants vide the advertisement dated 10th October 2023 for the purposes of seeking resolution plans for Andes Town Planners Pvt Ltd, during the corporate insolvency resolution process (“**CIRP**”) of Andes Town Planners Pvt Ltd, (“**Invitation for EOI**”). Pursuant to the above, we propose to submit our expression of interest within the timelines prescribed under the Invitation for EOI dated 10th October 2023.
2. I/We hereby unconditionally state, submit and confirm that we are not disqualified from submitting expressions of interest in respect of the Corporate Debtor, pursuant to the provisions of Section 29A of the IBC and/or otherwise.
3. I/We say that in terms of Section 29A of IBC, certain persons/category of persons have been specified as ineligible for the purposes of submission of resolution plan.
4. I / We hereby state, submit and declare that none of (a) us being the Prospective Resolution Applicant; (b) any other person acting jointly or in concert with us:
 - a) is an undischarged insolvent;

- b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India (“**RBI**”) issued under the Banking Regulation Act, 1949 (the “**BR Act**”);
 - c) at the time of submission of the resolution plan, has an account or an account of a corporate debtor which is under management or control of such person(s) or of whom such person(s) is a promoter, classified as non-performing asset in accordance with the guidelines of the RBI issued under the BR Act or the guidelines of a financial sector regulator issued under any other law for the time being in force and at least a period of 1 (one) year has lapsed from the date of such classification till the date of commencement of CIRP of the corporate debtor;
 - d) has been convicted for any offence punishable with imprisonment:
 - (i) for 2 (two) years or more under any Act specified under the Twelfth Schedule of the IBC; or
 - (ii) for 7 (seven) years or more under any law for the time being in force.
 - e) is disqualified to act as a director under the Companies Act, 2013;
 - f) is prohibited by the Securities and Exchange Board of India (“**SEBI**”) from trading in securities or accessing the securities markets;
 - g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under the IBC;
 - 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 IBC and such guarantee has been invoked by the creditor and remains unpaid in full or part;
 - i) is subject to any disability, corresponding to abovementioned clauses (a) to (h) above, under any law in a jurisdiction outside India;
 - j) has a connected person⁴ not eligible under the abovementioned clauses (a) to (i). A list of all the connected persons is set out in **Annexure I** hereto
5. I/We irrevocably and unconditionally submit to the Resolution Professional, that the list of the connected persons set out in Annexure I hereto is exhaustive in all respects and the names of all the connected persons have been set out thereunder without any omission whatsoever.
 6. I/We submit to the Resolution Professional that, the Applicant unconditionally and irrevocably agrees and undertakes that it has made and shall continue to make full disclosure in respect of itself and all its connected persons.
 7. I/We, submit that, till the approval of the resolution plan / plans by National Company Law Tribunal, as and when any of the statements made hereunder are invalid, incorrect or misrepresented by us/ any other person acting in jointly or in concert with us, I/we agree that such an event shall be considered to be a breach of the terms of the Invitation for EOI and hold the Applicant ineligible from participating in the process of CIRP of ANDES TOWN PLANNERS PRIVATE LIMITED
 8. I/We agree and acknowledge that Resolution Professional and/or the Committee of Creditors (CoC) for ANDES TOWN PLANNERS PRIVATE LIMITED (“**COC**”) is entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility and assessing, agreeing and approving the EOI submitted by the Applicant.
 9. I/We unconditionally and irrevocably represent, warrant and confirm that the Applicant is eligible under the terms and provisions of the IBC and the rules and regulations framed thereunder to submit a resolution plan for ANDES TOWN PLANNERS PRIVATE LIMITED I/We unconditionally and irrevocably undertake that I/We shall provide all data, documents and information as may be required to verify the statements made under this affidavit, to the satisfaction of the Resolution Professional and COC.

10. I/We understand and agree that the Resolution Professional and/or the COC may evaluate the EOI to be submitted by the Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided under this affidavit.
11. I/We agree and undertake to disclose/inform forthwith, to the Resolution Professional and/or the COC, if the Applicant becomes aware of any change in factual information in relation to it or its connected persons which would make it ineligible under any of the provisions of Section 29A of the IBC at any stage of the CIRP, after the submission of this affidavit.
12. I/We agree that in the event any of the above statements are found to be untrue or incorrect, then the Applicant unconditionally agrees to indemnify and hold harmless the Resolution Professional and/or the COC against any losses, claims or damages incurred by the Resolution Professional and/or the COC, as the case may be, on account of such ineligibility of the Applicants.
13. This affidavit shall be governed in accordance with the laws of India and the courts of [Delhi] shall have the exclusive jurisdiction over any dispute arising under this affidavit.
14. I/We submit that, the contents of this Affidavit, as provided above are correct, true, valid and genuine.
15. I/We submit that, no information/details, have been concealed while signing this Affidavit and there are no further facts to be disclosed to determine the eligibility of [name of the Applicant] in terms of Section 29A of the IBC.

The meaning of “connected person” is as provided under Section 29A (j).

Solemnly, affirmed at [] on [], [202]].

Before me, Notary

Deponent's signature

VERIFICATION

I, the Deponent hereinabove [on behalf of [name of the Applicant]]⁵, do hereby verify and affirm that the contents of paragraph ___to ___of this affidavit are true and correct to my knowledge and belief and no material facts have been concealed therefrom.

Verified at [] on this [], 2023

Deponent's signature

ANNEXURE I

**LIST OF THE CONNECTED PERSONS AS DEFINED UNDER SECTION 29A (j) OF THE
CODE**

[Note

FORM G
INVITATION FOR EXPRESSION OF INTEREST FOR
ANDES TOWN PLANNERS PRIVATE LIMITED OPERATING IN REAL ESTATE AT LUCKNOW.
 (Under Regulation 36A (1) of Insolvency & Bankruptcy Board of India
(Insolvency Resolution Process for Corporate Persons) Regulations, 2016)

RELEVANT PARTICULARS		
1.	Name of the corporate debtor along with PAN/ CIN/ LLP No.	ANDES TOWN PLANNERS PRIVATE LIMITED PAN: AAGCA0816R CIN: U70109DL2006PTC152579
2.	Address of the registered office	F-50-B, F NO-2 F/F MADHU VIHAR NEW DELHI East Delhi DL 110092 IN (Not maintained by CD)
3.	URL of website,	www.andestown.in
4.	Details of place where majority of fixed assets are located	Plot No. TCG-3/3, situated at Vibhuti Khand, Gomti Nagar Scheme, Lucknow. Other, details can be obtained upon request at email id cirp.andestown@gmail.com
5.	Installed capacity of main products/ services	Not Applicable
6.	Quantity and value of main products/ services sold in last financial year	Details can be obtained upon request at email id cirp.andestown@gmail.com
7.	Number of employees/ workmen	Nil
8.	Further details including last available financial statements (with schedules) of two years, lists of creditors are available at URL:	The details can be obtained upon request at cirp.andestown@gmail.com and may mark cc to Regd. E-mail id: cmaashokgupt@gmail.com
9.	Eligibility for resolution applicants under section 25(2)(h) of the Code is available at:	Detailed information/terms and conditions on eligibility criteria may be obtained upon email at : cirp.andestown@gmail.com Or can be obtained from www.andestown.in
10.	Last date for receipt of expression of interest	09-11-2023
11.	Date of issue of provisional list of prospective resolution applicants	18-11-2023
12.	Last date for submission of objections to provisional list	23-11-2023
13.	Date of issue of final list of prospective resolution applicants.	03-12-2023
14.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants.	06-12-2023
15.	Last date for submission of resolution plans.	06-01-2024
16.	Process email id to submit EOI	cirp.andestown@gmail.com

FOR ANDES TOWN PLANNERS PVT LTD.

Date: 10/10/2023
Place: New Delhi

Sd/-
 ASHOK KUMAR GUPTA
 Resolution Professional of M/s Andes Town Planners Private Limited,
 IP Reg NO: IBBI/IPA-003/IP-N00010/2016-2017/10072
 (Authorization for Assignment valid till: 22/11/2023)
 Reg Add.: - LD-46, Pitampura, Delhi-110034,
 Corr. Add: 304 D. R . Chambers, 12/56 D B Gupta Road,
 Karol Bagh, New Delhi 110005,

ANNEXURE – H
FORMAT FOR BANK GUARANTEE

(To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution)
(Validity of Bank Guarantee should be at least for period of 180 days and further auto renewal clause for the period of another 90/180 days)

In light of the Submission of Expression of Interest (Under Regulation 36A(1) of Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 for further submitting Resolution Plan for **Andes Town Planners Private Limited d, (Corporate Debtor)**, which is running under Insolvency Resolution Process (CIRP) under provision of Insolvency & Bankruptcy code, 2016, submitted by[*Insert name of the Applicant with address*] (hereinafter referred as “Applicant” or “Prospective Resolution Applicant” or Resolution Applicant” as the case may be) and as per the provisions of the Detailed Expression of Interest Document dated 08.05.2023 (including any modification), issued by Resolution Professional of **Andes Town Planners Private Limited** , and any other required Process, the _____[*Insert name and address of the bank issuing the guarantee and address of the head office*] (“Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to **Resolution Professional of Andes Town Planners Private Limited**, having its office at 304 D R Chamber, 12/56 , D B Gupta Road, Karol Bagh, New Delhi (hereinafter referred to as “ Resolution Professional” including its successors) forthwith on demand in writing from the Resolution Professional or Bank or any officer authorised by it in this behalf , any amount up to and not exceeding Rs (Rupees only) on behalf of M/s_____ [*Insert name of the Applicant*] (“Bank Guarantee”) without any protest or demur, notwithstanding any dispute between the Resolution Professional or Bank and the M/s. _____[*Insert the name of Applicant*].

This Guarantee shall be valid and binding on the Guarantor Bank up to and including[*Insert date of validity of the Bank Guarantee*] and shall in no event be terminable, for any change in the constitution of the Guarantor Bank and/or the Bank or for any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between[*Insert name of the Applicant*] (“Applicant”) and the Resolution Professional or Bank (acting on the instructions of the Resolution Professional of **ANDESTOWN PLANNERS PRIVATE LIMITED**, as defined under the Process Document).

Our liability under this Guarantee is restricted to [●] only. Our Guarantee shall remain in force until..... [Insert the date of validity of the Bank Guarantee should not be less than 6 month or as per Process s Document]. The Resolution Professional or Bank shall be entitled to invoke this Guarantee up to 60 (sixty) days from the last date of the validity of this Bank Guarantee by issuance of a written demand to invoke this Guarantee.

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

.....

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

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

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

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

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

Notwithstanding anything contained hereinabove,

- a) our liability under this Guarantee is restricted to [●] and it shall remain in force until... .. (as applicable) of the Detailed Expression of Interest Document or as required in the process], with an additional claim period of 180 (One hundred eighty days) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by the Applicant.
- b) Each term shall automatically renew for subsequent period of 180 days of the same length as the initial Term. (This clause may be suitable modify in accord to regulation of RBI in respect of self-renewal clause)

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

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

Witness:

1.

Signature, Name, Designation and Address.

2.

Name, Designation with Bank Stamp Name and Address

For:

.....

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

Dated this day of 20.....

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