

EXPRESSION OF INTEREST FOR SUBMISSION OF RESOLUTION PLAN
FOR SUASTH HEALTHCARE FOUNDATION

The corporate insolvency resolution process ('CIRP') in respect of Suasth Health Care Foundation ("**Suasth**" or "**Corporate Debtor**" or the "**Company**") was commenced under the provisions of the Insolvency and Bankruptcy Code, 2016 ("**IBC**") by order dated August 31, 2021 ("**Admission Order**") passed by the Hon'ble National Company Law Tribunal, Kolkata bench ("**NCLT**"). The NCLT, vide the Admission Order appointed Mr. Arun Kumar Khandelia as the interim resolution professional of the Corporate Debtor. The committee of creditors of the Corporate Debtor ("**CoC**") pursuant to the meeting of the CoC dated September 29, 2021 appointed Mr. Ravi Sethia as the Resolution Professional of the Corporate Debtor ("**RP**"), which was subsequently confirmed by the Hon'ble NCLT vide its order dated November 15, 2021 read with e-mail from the registry dated December 08, 2021. In accordance with Section 23 of the IBC, the powers of the board of directors of the Suasth are suspended and such powers are vested with the RP.

ABOUT THE COMPANY

Suasth was incorporated on December 01, 2008 and offers comprehensive and integrated super- specialty services under one roof with experienced consultants of repute supported by well-trained team of nurses, technicians and support staff. It owns and operates a 350-bed multi-specialty hospital in Kalamboli, Navi Mumbai. The key specialties includes Cardiology, neurology, cardiac surgery, neurosurgery, orthopedic, oncology etc. with special emphasis on gastroenterology.

SNAPSHOT OF RELEVANT INFORMATION ABOUT OF THE CORPORATE DEBTOR

Company Name	Suasth Healthcare Foundation
CIN	U85100WB2008NPL130971
Date of Incorporation	1st December 2008
Class of Company	Public
Listing Status	Unlisted
Registered Office	Registered Office at Plot No. X-1, 2 & 3, Block-EP Sector-V, Salt Lake City, Kolkata, West Bengal-700091
Location of Hospital	Kalamboli, Panvel, Navi Mumbai, Maharashtra
Business Operations	Providing healthcare services

INVITATION OF EXPRESSION OF INTEREST TO SUBMIT RESOLUTION PLAN FOR SUASTH

Pursuant to the provisions of Section 25(2)(h) of IBC along with Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations ("**CIRP Regulations**"), the RP hereby issues this invitation for expression of interest ("**Invitation for EOI**") inviting expression of interest ("**Eoi**") from prospective resolution applicants ("**PRA(s)**"), fulfilling the eligibility criteria as set out herein, for submission of resolution plan(s) in respect of the Corporate Debtor. This is the detailed Invitation for Eoi in pursuance to the invitation for Eoi published in Form G in Financial Express-All India Edition, Aajkaal Kolkata and Mumbai Lakshadweep on January 3,2022 ("Advertisement").

ELIGIBILITY CRITERIA

The eligibility criteria for a PRA to submit the EOI with the RP are mentioned below:

1. For Body Corporates/Individuals// Consortium of Investors

- a) Minimum consolidated net worth of INR 25 Crore and turnover of INR 50 Crore at group level for immediately preceding financial year; and
- b) Evidence to showcase that the prospective resolution applicant has experience of running large industrial businesses, preferably in health care sector during any of the three preceding financial years; and
- c) Ability to turnaround large industrial business preferably in health care sector either directly or through joint ventures, etc.

2. For Financial Institutions/ PE Funds/ Asset Reconstruction Companies/ Non-Banking Finance Companies/ Other financial investors including consortium investors:

- a) Minimum assets under management of INR 50 Crore in the immediately completed preceding financial year or at least INR 50 Crore of committed funds available for deployment/investment in the immediately preceding financial year; and
- b) Evidence to showcase that the prospective resolution applicant has current/previous investment/management of large industrial businesses, preferably in healthcare sector; and
- c) Ability to turnaround large industrial business preferably in healthcare sector either directly or through joint ventures, etc.

Note 1: In case of foreign exchange, RBI reference rates as of 31 December 2021 shall be used for evaluation.

Note 2: Net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation

It may be noted that eligibility criteria for inviting resolution plans is determined with the approval of CoC of the Corporate Debtor and may be amended or changed at any stage. The RP / CoC reserve the right to cancel or modify the process and/or reject / disqualify any interested party/bid/offer at any stage of the resolution process and without any liability.

Further, Resolution Applicant will not be eligible to submit EOI if it or any person acting jointly or in concert with, is disqualified under Section 29A of the Code (as amended from time to time). In case of a Consortium, each member of the Consortium should be eligible under Section 29A of the Code. Details of the provision of Section 29A of the Code has been set out in the format of the Affidavit attached in Annexure B hereto.

SUBMISSION OF EOI

The interested parties may submit the EOI in sealed envelope by **1700 hours** on or before **24th January 2022** at below mentioned address through speed/registered post or by hand delivery or through email at cirpsuasth@kpmg.com (subject to it being followed by delivery at the below mentioned address through speed/registered post or by hand delivery within 72 hours). The envelope should be labelled as "EOI for Suasth Health Care Foundation" in the name of "Ravi Sethia" - Resolution Professional for Suasth Healthcare Foundation" at KPMG Restructuring Services LLP, 8th Floor, Building No. 10, DLF Cyber City, Gurgaon, Haryana – 122002.

The PRAs submitting the EOI must ensure that they do not suffer from any ineligibility in accordance with the provisions of Section 29A. All the EOIs received shall be examined by the undersigned on the eligibility criterion specified and in accordance with the provisions of IBC and the CIRP Regulations.

SUBMISSION OF NECESSARY UNDERTAKINGS AND OTHER DOCUMENTS:

The PRAs shall submit the following documents/ information along with the EOI. The access to the detailed process document setting out the process for submission of resolution plans for Suasth, the information memorandum and other relevant information (as defined under the Code) pertaining to Suasth shall be provided to PRAs subject to receipt and successful verification of the following documents:

- a. Profile of PRA including subsidiary (wholly-owned subsidiary and partly-owned subsidiary if any), promoter and promoter group, parent company and ultimate parent company, key managerial personnel, directors.

- b. Rationale for bidding for the Company.
- c. Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA) or other equivalent organizational documents of the PRA.
- d. Copy of PAN card, GST number or equivalent documents.
- e. Audited financial statements of the PRA for past three Financial Years, if any or the Income Tax returns for individuals for the past three financial years, if any or from the date of incorporation, whichever is applicable.
- f. Certificate from the Auditors/ practicing Chartered Accountant, certifying the Net Worth/AUM/ funds available for investment, as the case may be.
- g. A declaration from the PRA in order to demonstrate that the promoter/promoter group or any other group company are part of the same group, in case the PRA is using such entities for meeting the eligibility criteria. Please note that the PRA shall provide all relevant documents for its promoter/promoter group or any other group company, if required to meet the eligibility criteria.
- h. The EOI should be submitted in the format set out in **Annexure 'A'**.
- i. A signed undertaking, along with a non - judicial stamp paper of the appropriate value as per the place of execution of the undertaking and in any case, not less than INR 500, in the format attached as **Annexure 'B'**.
- j. An affidavit duly notarized, along with a non - judicial stamp paper of the appropriate value as per the place of execution of the undertaking and in any case, not less than INR 500, for the eligibility under Section 29 A in the format attached as **Annexure 'C'**.
- k. A confidentiality undertaking, along with a non - judicial stamp paper of the appropriate value as per the place of execution of the undertaking and in any case, not less than INR 500, in the format attached as **Annexure 'D'**.
- l. In all consortium cases, proposal needs to be made by a nominated lead member who is authorized to act for and on behalf of consortium.
- m. In case of consortium applicant, the following documents shall be required to be provided in addition to the aforementioned documents:
 - i. A copy of the consortium agreement.
 - ii. A power of attorney by all members in favour of the lead member.
 - iii. The relevant documents and details sought hereinabove will need to be provided by each member of the Consortium.
- n. The documents shall be signed by the Authorized signatory of Applicant supported by evidence of authority of such Person (board resolution or power of attorney) and appropriately stamped / company seal affixed by the representative of the Applicant to be submitted on a non-judicial stamp paper of the appropriate value as per the place of execution of the undertaking and in any case, not less than INR 500,.
- o. Brief profile of the Prospective Resolution Applicant as indicated in **Annexure 'E'**.

Note: The RP and/ or CoC reserves the right to cancel or modify the process application and/or disqualify any interested party and without any liability whatsoever. This is not an offer document. The prospective RA should regularly visit the Corporate Debtor's website (<https://www.suasth.com/cirp/>) to keep themselves updated regarding classifications, amendments or extensions of time, if any.

The RP/CoC reserve the right to withdraw this Invitation for Eoi and change or vary any part thereof at any stage and also reserve the right to disqualify any potential bidder, should it be so necessary at any stage.

No agreements with the RP or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the RP or Suasth or any member of the CoC or verbal communication by them shall affect or modify any terms of this EOI.

By submitting a proposal, each Prospective Resolution Applicant bidder shall be deemed to acknowledge that it has carefully read the entire Invitation for Eoi and has fully informed itself as to all existing conditions and limitations.

No claims against the Resolution Professional or Suasth 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.

For any clarifications on the process of submission of Resolution Plan, please contact on ravisethia@kpmg.com or cirpsuasth@kpmg.com

Sd/-

Mr. Ravi Sethia

Resolution Professional of Suasth Healthcare Foundation

IP Registration no. IBBI/IPA-001/IP-P01305/2018-2019/12052

Address for Communication:

KPMG Restructuring Services LLP

8th Floor, Building No. 10.

DLF Cyber City, Phase II , Gurgaon, Haryana , 122002

Email: ravisethia@kpmg.com

Email: cirpsuasth@kpmg.com

ANNEXURE 'A'
FORMAT OF COVER LETTER FOR EOI

To,
Mr. Ravi Sethia,
Resolution Professional,
Suasth Health Care Foundation,

Address for correspondence

KPMG Restructuring Services LLP
8th Floor, Building No. 10.
DLF Cyber City, Phase II , Gurgaon, Haryana , 122002

Sub: Expression of Interest ("**EOI**") for submitting a resolution plan for Suasth Health Care Foundation ("**Company**")

Dear sir,

In response to your public announcement dated January 3, 2022 published in Financial Express-All India Edition, Aajkaal Kolkata and Mumbai Lakshadweep, inviting Eoi for submission of resolution plans for the Company undergoing corporate insolvency resolution process under the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**") and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process of Corporate Persons) Regulations, 2016 ("**CIRP Regulations**"), we hereby confirm that we have understood the eligibility criteria mentioned in the detailed invitation for submission of expression of interest issued by the resolution professional of the Company ("**Invitation for Eoi**"). We further confirm that we meet the necessary threshold and criteria mentioned in the Invitation for Eoi and submit our Eoi for submission of resolution plan for the Company. Along with this Eoi, we have also provided the information and documents, in the prescribed formats, as required to be submitted pursuant to the Invitation for Eoi.

We hereby declare that we are not an ineligible person under section 29A of the Code. An undertaking to that effect, in such form and manner as required under the Invitation for Eoi, is annexed along with this Eoi. Additionally, we have provided all the necessary and relevant documents/ information in order to clarify and establish our position under section 29A of the Code.

We affirm that the information furnished by us in this Eoi and its annexures, including documentary proofs, is true, correct, accurate and complete in all respects and discovery of any false information or record at any time render the applicant ineligible to submit resolution plan, forfeit any refundable deposit and attract penal action under the Code.

Further, we acknowledge that:

1. the resolution professional of the Company ("**RP**"), acting along with the committee of creditors of the Company ("**CoC**") shall be entitled to evaluate this Eoi and its contents thereof to determine our eligibility to submit a resolution plan;
2. the RP/ CoC, in its sole and exclusive discretion, shall have the right to determine whether we qualify for the submission of a resolution plan and the RP reserves the right to reject the Eoi submitted by us without assigning any reason and without any liability thereof;
3. the RP/ CoC reserves the right to request for additional information and/ or clarifications from us for the purpose of this Eoi and we shall, promptly comply with such requests/ requirements. Failure to provide the required information or address the queries of the RP/CoC to its satisfaction or our non-responsiveness may lead to rejection of the Eoi;
4. meeting the eligibility criteria, set out in the Invitation for Eoi alone does not entitle us to participate in the resolution process of the Company;
5. we shall continue to meet the eligibility criteria set out in the Invitation for Eoi, throughout the resolution process of the Company and shall immediately intimate to the RP and the CoC, of any change affecting our/ the consortium's (or any of its member's) eligibility or ability to submit a resolution plan; and
6. the information memorandum and access to the virtual data room shall be provided to us only after submitting a confidentiality undertaking as required under section 29 (2) of the Code.

Yours sincerely,

For and on behalf of [*insert name of the Prospective Resolution Applicant*]

Signature

Name of the signatory

Designation

- *In case this Eol is from a consortium applicant, it shall be signed by each member of the consortium. In case a lead member is designated and authorised to sign on behalf of the other consortium members, then the relevant consortium agreement and the relevant power of attorney authorising the lead member should be provided.*
- *The representative signing this Eol and the annexures and other supporting documents should be an authorised signatory supported by necessary resolutions/ authorisation letter (as the case may be).*

ANNEXURE 'B'
(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

UNDERTAKING

To,

Mr. Ravi Sethia

IBBI Registration No. IBBI/IPA-001/IP-P01305/2018-2019/12052

Resolution Professional

Suasth Healthcare Foundation

Address for correspondence

KPMG Restructuring Services LLP

8th Floor, Building No. 10.

DLF Cyber City, Phase II , Gurgaon, Haryana , 122002

Subject: Undertaking under Regulation 36A (7) (c), Regulation 36A (7) (e) and Regulation 36A (7) (f) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("CIRP Regulations") in relation to submission of the Resolution Plan for Suasth Healthcare Foundation ("Suasth" or "Company"), currently undergoing Corporate Insolvency Resolution Process ("CIRP")

Dear Sir,

I, [Name of the authorised representative], aged about [age] years, the authorised representative of [Name of the prospective resolution applicant], having its registered address at [Address of the prospective resolution applicant] ("Prospective Resolution Applicant") submitting this expression of interest ("EOI") pursuant to the invitation for submission of expression of interest issued by the resolution professional of the Company ("Invitation for EOI"), do solemnly affirm, declare, state and undertake that:

- (a) The Prospective Resolution Applicant has read and fully understood the eligibility and other criteria mentioned in the Invitation for submission of Expression of Interest ("EOI") issued by the Resolution Professional of the Company on January 3, 2022 ("**Invitation**");
- (b) The Prospective Resolution Applicant understands and meets the necessary threshold and eligibility criteria mentioned in the Invitation.
- (c) The Prospective Resolution Applicant or any person acting jointly or in concert with the Prospective Resolution Applicant, nor any 'connected person' (as defined under section 29A of the Code, as amended from time to time) is not an ineligible/disqualified person in terms of provisions of Section 29A of the Code and other eligibility criteria as mentioned in the Invitation.
- (d) The Prospective Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons as required under Regulation 38(3) of the CIRP Regulations, as applicable to the corporate insolvency resolution process of the Company.
- (e) The Prospective Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this undertaking.
- (f) The Prospective Resolution Applicant understands that the resolution professional and the committee of creditors of the Company may evaluate the expression of interest and / or resolution plan to be submitted by the Prospective Resolution Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the information, confirmations, representations and warranties provided by the Prospective Resolution Applicant hereunder.
- (g) If, at any time after the submission of this EOI, we become ineligible to be a resolution applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the Resolution Professional and the Committee of Creditors of the Company.
- (h) All information and records provided by us to the Resolution Professional in/alongwith or in respect of the EOI or otherwise are true and correct. We shall be solely responsible for any errors or omissions therein. Based on this information, we understand you would be able to evaluate our EOI in order to qualify us as Prospective Resolution Applicant in the CIRP of the Company.
- (i) Capitalized terms used but not defined herein has the same meaning as ascribed to it in the Invitation.

Yours Sincerely,

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

Name of the Authorized Signatory: [●] Designation: [●]
Company Seal / Stamp: [●]

Place: [●]
Date: [●]

ANNEXURE 'C'
(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

UNDERTAKING

To,

Mr. Ravi Sethia

IBBI Registration No. IBBI/IPA-001/IP-P01305/2018-2019/12052

Resolution Professional

Suasth Healthcare Foundation

Address for correspondence

KPMG Restructuring Services LLP

8th Floor, Building No. 10.

DLF Cyber City, Phase II , Gurgaon, Haryana , 122002

Subject: Undertaking under Regulation 36A (7) (a) and confidentiality undertaking under Regulation 36A (7) (f) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("CIRP Regulations") in relation to submission of the Resolution Plan for Suasth Healthcare Foundation ("Suasth" or "Company"), currently undergoing Corporate Insolvency Resolution Process ("CIRP")

Dear sir,

I, [*Name of the authorised representative*], aged about [*age*] years, the authorised representative of [*Name of the prospective resolution applicant*], having its registered address at [*Address of the prospective resolution applicant*] ("Prospective Resolution Applicant") submitting this expression of interest ("EOI") pursuant to the invitation for submission of expression of interest issued by the resolution professional of the Company ("Invitation for EOI"), do solemnly affirm, declare, state and undertake that:

1. The Prospective Resolution Applicant has examined and understood the Invitation for EOI and its contents, including the eligibility and other criteria mentioned therein.
2. The Prospective Resolution Applicant meets the criteria specified by the committee of creditors of the Company ("CoC") under the provisions of section 25 (2) (h) of the Insolvency and Bankruptcy Code, 2016 ("Code").
3. The Prospective Resolution Applicant has the requisite and necessary corporate authorisations or statutory approvals, if any, as may be required for submission of this EOI and the resolution plan.
4. The Prospective Resolution Applicant understands and acknowledges that all the information, whether in written, oral, pictorial, electronic, visual or other form relating, in any manner whatsoever to the Company, including such information in relation to and in pursuance to the insolvency resolution process, any discussions occurring during the process, other proprietary and trade secret information disclosed by or on behalf of the Company or discussed or discovered during the process, uploaded on the virtual data room or shared by any means whatsoever, whether during the insolvency resolution process or in pursuance thereto and shall also include the information is contained in this EOI or as may be disclosed in the information memorandum or as part thereof before, or on or after the date of this acceptance ("Confidential Information") shall be confidential and that the Prospective Resolution Applicant undertakes to maintain the confidentiality of such the Confidential Information and not to use such Confidential Information to cause an undue gain or undue loss to the itself or any other person.
5. The Prospective Resolution Applicant shall comply with the provisions of section 29 (2) of the Code and undertakes to:
 - a. comply with provisions of law for time being in force relating to confidentiality and insider trading;
 - b. protect all/any intellectual property of the Company that it has access to pursuant to the EOI and the information memorandum issued by the RP; and
 - c. not share Confidential Information with any third party unless clauses (a) and (b) above are complied with.

6. The Prospective Resolution Applicant shall not and shall ensure that the Confidential Information will not be copied or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by us or our authorized representative, except for sharing of Confidential Information as required in relation to this document.
7. The Prospective Resolution Applicant acknowledges that the resolution professional, the CoC or any of their professional advisors make no representation, warranty or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Prospective Resolution Applicant's right to use the Confidential Information.
8. The Prospective Resolution Applicant agrees the resolution professional and the committee of creditors of the Company RP are entitled to rely on the statements and affirmations made in this undertaking for the purposes of determining the eligibility and assessing, agreeing and approving the resolution plan submitted by the Prospective Resolution Applicant.
9. The Prospective Resolution Applicant hereby states that any and all information and records provided by it to the resolution professional in the EOI or otherwise are correct, accurate, complete and true and no such information, data or statement provided by it is inaccurate or misleading in any manner. It undertakes to be solely responsible for any errors or omissions contained in the EOI submitted by it.
10. 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 its connected person (as defined under the Code) which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Company, after the submission of this undertaking.
11. The Prospective Resolution Applicant shall indemnify and hold harmless, the resolution professional, and each member of the CoC against all claims, losses, damages, costs, charges and liabilities against them in the event any information, records or statements contained herein are found to be false, untrue and misleading.
12. The Prospective Resolution Applicant further agrees and acknowledges that in case any information/record provided by the Prospective Resolution Applicant is false, incorrect, inaccurate or misleading, it shall become ineligible to submit the Resolution Plan and it shall also attract penal action under the Code.
13. This undertaking shall be governed in accordance with the laws of India and the courts in Kolkaya shall have the exclusive jurisdiction over any dispute arising in connection with this Undertaking.

Yours Sincerely,

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

Signature

Name of the Authorized Signatory: [●] Designation: [●]

Company Seal / Stamp: [●]

Place: [●]

Date: [●]

ANNEXURE 'D'
(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

NON – DISCLOSURE AND CONFIDENTIALITY UNDERTAKING

TO,

Mr. Ravi Sethia

IBBI Registration No. IBBI/IPA-001/IP-P01305/2018-2019/12052

Resolution Professional

Suasth Healthcare Foundation

Email ID for all correspondence related to Suasth Healthcare Foundation:

ravisethia@kpmg.com or cirpsuasth@kpmg.com

Address for correspondence

KPMG Restructuring Services LLP

8th Floor, Building No. 10.

DLF Cyber City, Phase II , Gurgaon, Haryana , 122002

Dear Sir,

Subject: Undertaking under Section 29 (2) of the Insolvency and Bankruptcy Code, 2016 (“Insolvency Code”) and Regulation 36(4) of CIRP Regulation to maintain confidentiality.

I, [*Name of the authorised representative*], aged about [*age*] years, the authorised representative of [*Name of the prospective resolution applicant*], having its registered address at [*Address of the prospective resolution applicant*] (“Prospective Resolution Applicant”) hereby understand, acknowledge, state and represent that:

- A. The Corporate Insolvency Resolution Process (“**CIRP**”) for Suasth Healthcare Foundation (the “**Company**”), a company within the meaning of the Companies Act, 2013, with corporate identification number (C.I.N.) U85100WB2008NPL130971 and having its registered office at Plot No. X-1, 2 & 3, Block-EP Sector-V, Salt Lake City, Kolkata, West Bengal-700091 has been initiated under Section 10 of the Insolvency Code *vide* an order dated 31 August 2021 (“**Admission Order**”) in C.P. No. (IB) 204/KB/2021 passed by the Hon’ble National Company Law Tribunal, Kolkata Bench (“**NCLT**”).
- B. Mr. Arun Kumar Khandelia, Insolvency Professional IP Registration number IBBI/IPA-002/IP-N000514/2017-18/11592 had been appointed as the interim resolution professional for the CIRP of the Company *vide* the Admission Order. The NCLT, Kolkata bench, *vide* its order (“**Replacement Order**”) dated November 15, 2021 which was further confirmed by Hon’ble NCLT *vide* mail dated December 08, 2021 based on confirmation received Insolvency & Bankruptcy Board (“**IBBI**”), replaced the Interim Resolution Professional (“**IRP**”) Mr. Arun Kumar Khandelia with Mr. Ravi Sethia, (IBBI registration no IBBI/IPA-001/IP-P01305/2018-2019/12052) as Resolution Professional (“**RP**”), in accordance with Section 22(4) of the Insolvency and Bankruptcy Code, 2016. Pursuant to the passing of the Admission Order, the board of directors (the “**Board**”) of the Company stood suspended and all the powers of the Board vest with Mr. Ravi Sethia, RP of the Company, in accordance with the requirements of Section 17 read with Section 22 and Section 23 of the Insolvency Code.
- C. The RP has prepared an information memorandum (“**IM**”) in respect of the Company to invite the potential / prospective resolution applicants to submit their resolution plan(s), in accordance with the requirements of Section 29(1) of the Insolvency and Bankruptcy Code, 2016 (“**Insolvency Code**”) read with Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (“**CIRP Regulations**”).

- D. Under Regulation 36 of the CIRP Regulations read with Section 29 of the Insolvency Code, the RP has to submit the IM and other relevant information / additional information, to each member of the committee of creditors of the Company (“CoC”) and the potential / prospective resolution applicants, subject to the RP receiving a non – disclosure and confidentiality undertaking from each such member of the CoC and each potential / prospective resolution applicant in accordance with the requirements of the Insolvency Code and the CIRP Regulations.
- E. The IM shall contain various confidential information relating to the Company including without limitation details of the assets and liabilities of the Company, annual financial statements, audited financial statements, list of creditors, particulars of debt due to or from the Company, details of guarantees, names and addresses of the members of the Company holding more than 1% (one percent) stake in the Company, details of material litigation, number of workmen / employees of the Company and the liabilities of the Company towards them and such other relevant information which the RP deems relevant to the members of the Committee and the potential / prospective resolution applicants from time to time.
- F. The IM, together with any additional or supplementary information, writings, recordings or clarification, including those provided by way of emails or on telephone or in physical form by the RP or any of its partners, directors, officers, affiliates, employees, advisors, representatives and / or agents, including legal advisors is referred as “**Confidential Information**”.
- G. The Prospective Resolution Applicant is executing this undertaking to maintain confidentiality in respect of the Confidential Information in accordance with the requirements of the Insolvency Code and the CIRP Regulations.
- H. In accordance with the terms of Section 29 of the Insolvency Code read with Regulation 36(4) of the CIRP Regulations, the Prospective Resolution Applicant hereby declares, acknowledges, represents, states, covenants and undertakes as under:
- (i) To maintain confidentiality of the Confidential Information and not to use such Confidential Information to cause an undue gain to ourselves or any other person, or undue loss to the RP or the Company or any other person.
 - (ii) Comply with provisions of all applicable laws for time being in force relating to confidentiality and insider trading;
 - (iii) Protect any intellectual property and confidential information of the Company and its subsidiary / group companies, including improvements, derivatives, enhancements, modifications thereof, which we may have access to and as shared as part of the Confidential Information;
 - (iv) Not to share the Confidential Information with any third party subject to informing such third party that it should comply with clauses (i) and (ii) above.
 - (v) The Prospective Resolution Applicant will direct our Representatives (*as defined below*) to:
 - (a) Maintain confidentiality of the Confidential Information, as provided from time to time, and not to use such Confidential Information to cause an undue gain to us or undue loss to any other person including without limitation the Company, the RP or any of its creditors and / or stakeholders.
 - (b) Keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating the Confidential Information separate from its own confidential information.
 - (c) Use the Confidential Information solely for the aforementioned purposes and not for any other purpose.
 - (vi) Except as provided herein, we will not disclose the contents of Confidential Information, as updated from time to time, to any person other than to the directors, officers, employees, agents and / or advisors of the Prospective Resolution Applicant (including without limitation our attorneys, consultants and accountants) (collectively, our

“Representatives”) who need to know such Confidential Information for the aforementioned purposes and shall ensure that such Representatives have been directed to comply with the confidentiality and use obligations of this undertaking in case any Confidential Information is disclosed to them. If the Prospective Resolution Applicant fails to direct the Representatives to comply with the confidentiality and use obligations of this undertaking in case of disclosure of any Confidential Information to them, the Prospective Resolution Applicant will be responsible for any breach of the provisions of this undertaking of confidentiality by any of its Representatives, except for those Representatives who have a separate undertaking of confidentiality with the RP.

- (vii) The Prospective Resolution Applicant agrees to take any and all reasonable measures to restrain any person to whom we have disclosed Confidential Information, directly or indirectly, from disclosure or use of the Confidential Information in violation of this undertaking. The term "person" as used in this confidentiality undertaking shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.
- I. The Prospective Resolution Applicant shall be responsible for any breach of obligations under this confidentiality undertaking and shall indemnify the RP for any loss, damages and costs incurred by the RP due to such breach of obligations by the Prospective Resolution Applicant or any person acting on its behalf.
- J. Without the prior written consent of the RP, the Prospective Resolution Applicant agrees that neither the Prospective Resolution Applicant nor its Representatives will disclose:
 - (i) the fact that the Confidential Information has been provided to it/ them,
 - (ii) that the proposed resolution plan to be submitted by is is (or was) under consideration,
 - (iii) that discussions or negotiations are taking place, have taken place, or will take place concerning the Company, or
 - (iv) any of the terms, conditions or other information with respect thereto (including the status thereof),

to any other person unless, such disclosure is required by law, regulation or any competent judicial, supervisory or regulatory body including any stock exchange and then only with as much prior written notice to the RP as is practical under the circumstances.

- K. Except with the prior written consent of the RP, the Prospective Resolution Applicant further agrees that all communications (both written and oral) regarding the Confidential Information and / or the proposed resolution plan, requests for additional information, and discussions or questions regarding procedures, will be sent to the RP only and not directly to any of the Company's affiliates or any of their respective directors, officers or employees.
- L. In the event that the Prospective Resolution Applicant or any of its Representatives are required by law, regulation or any competent judicial, supervisory or regulatory body including any stock exchange to disclose any of the Confidential Information, the Prospective Resolution Applicant shall provide the RP with prompt written notice of any such request or requirement so that the RP may seek a protective order or other appropriate remedy and / or waive compliance with the provisions of this undertaking. If, however in the opinion of its counsel, the Prospective Resolution Applicant or its Representative is nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then the Prospective Resolution Applicant or its Representative may disclose only such portion of the Confidential Information which, in the opinion of our counsel, it are compelled to disclose. The Prospective Resolution Applicant will reasonably cooperate with the RP in its efforts to obtain a protective order or other appropriate remedy that the RP elects to seek to obtain, in its sole discretion.
- M. The Prospective Resolution Applicant hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this confidentiality

undertaking.

- N. The Prospective Resolution Applicant hereby agrees to, and, will ensure that its Representatives do not share the Confidential Information with any third party / person or entity except where Confidential Information:
- (i) is or becomes publicly available to it or its Representatives without breach of obligations as set out herein; or
 - (ii) prior to its disclosure for the aforementioned purposes was already in its or its Representatives' possession; or
 - (iii) prior consent by the RP is provided for disclosure in writing; or
 - (iv) Is required to be disclosed by any applicable law for the time being in force or by any applicable regulatory authority or regulation or professional standard or judicial process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process).
- O. This Undertaking also applies to Confidential Information accessed through the electronic data room and supersedes any 'click through' acknowledgement or agreement associated with any such electronic data room.
- P. The Prospective Resolution Applicant agrees to keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertake to keep all documents and other materials reproducing or incorporating any of the Confidential Information separate from its own confidential information.
- Q. The Prospective Resolution Applicant understands and undertakes, in the event it does not wish to proceed further with formulating the proposed resolution plan or in the event of approval of a resolution plan as submitted by any of the prospective resolution applicants as per Section 31 of the Insolvency Code, it shall immediately return or destroy the Confidential Information including the IM and other information provided by the RP or any of its partners, directors, officers, affiliates, employees, advisors, representatives and / or agents, without retaining a copy thereof, in electronic or any other form (unless otherwise required by law or compliance). Notwithstanding the return or destruction of the Confidential Information, the Prospective Resolution Applicant and its Representatives will continue to be bound by the obligations of confidentiality and other obligations hereunder, for the term hereof.
- R. The Prospective Resolution Applicant understands that the RP /Company reserve the right to assign all of its rights, powers and privileges under this undertaking (including, without limitation, the right to enforce all of the terms of this undertaking) to any person upon receipt of approval of NCLT, Kolkata in respect of a resolution plan.
- S. The Prospective Resolution Applicant understands that neither the RP nor the Company make any representation or warranty, expressed or implied, now or in the future, as to the accuracy, correctness, completeness, fairness or relevance of the Confidential Information. Neither the RP nor the Company shall, now or in future, have any liability to the Prospective Resolution Applicant or any other person resulting from its use of the Confidential Information. We also agree and acknowledge that it is not entitled to rely on the accuracy, correctness, completeness, fairness or relevance of the Confidential Information, whether for the purpose of formulation of the proposed resolution plan and / or otherwise in relation to the Company.
- T. The Prospective Resolution Applicant understands and agrees that no failure or delay by the RP /Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- U. This undertaking of confidentiality shall remain valid for a period of three (3) years after it is executed and / or from the date completion of the CIRP of the Corporate Debtor under Section 31 of the Insolvency Code, whichever occurs later.

- V. Notwithstanding anything contained herein, the Prospective Resolution Applicant and its Representatives shall not divulge any Confidential Information of the Company, which has been received during the course of the confidentiality undertaking, to anybody, except as required aforesaid.
- W. 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 NCLT, Kolkata shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.
- X. The Prospective Resolution Applicant understands that if it discloses (or threaten to disclose) the Confidential Information in violation of this undertaking of confidentiality, the RP or the Company shall be entitled to pursue all available remedies.

The Prospective Resolution Applicant accept and agree above terms.

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

Signature

Name of the Authorized Signatory: [●] Designation: [●]

Company Seal / Stamp: [●]

Place: [●]

Date: [●]

ANNEXURE 'E'

BRIEF PROFILE OF PROSPECTIVE RESOLUTION APPLICANT

[Note: In case of consortium, 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. Email:

5. Company/FI Profile:

- a. Company Financial Profile (consolidated / standalone as applicable):
- b. Experience of the Company and its group in the relevant sector.
- c. History if any, of the Company being declared a 'willful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'nonperforming asset'.

DISCLAIMER

This Invitation for Expression of Interest to submit resolution plans ("**Invitation for EoI**") in respect of Suasth Health Care Foundation ("**Company**") has been issued by the resolution professional of the Company ("**RP**") along with the committee of creditors of the Company ("**CoC**") in compliance with the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**") read with regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**") solely for general information purposes only, without regard to any specific objectives, suitability, financial situations and needs of any particular person. This document does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or an offer to sell or issue or the solicitation of an offer to buy or acquire securities or assets of the Company or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. No part of this Invitation for EoI, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever. It is hereby clarified that if any resolution plan (or the terms thereof) which is received by the RP is not pursuant to or in accordance with the provisions of this Invitation for EoI and/or such plan is not in accordance with the terms and conditions set out in this Invitation for EoI, then such resolution plan shall not be considered eligible for evaluation by the CoC. By accepting this Invitation for EoI, the recipient acknowledges and agrees to the terms set out in this Invitation. This document is personal and specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India.

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

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