

Request for Resolution Plan

[Under Regulation 36B of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons), Regulations, 2016, as inserted by (Latest amendment) Regulations, 2019, w.e.f. 24-01-2019]

Tiger Surgical Disposable Private Limited

Issued by –

Hiten Mukundbhai Parikh

Resolution Professional in the matter of
Tiger Surgical Disposable Private Limited
(under CIRP)

IP Reg. No. IBBI/IPA-002/IP-N00309/2017-18/10898

Address:

B-303, GCP Business Center,
Opp. Memnagar Fire Station,
Near, Vijay Cross Roads, Navrangpura,
Ahmedabad, Gujarat-380009

In association with:

Areion Resolution & Turnaround Pvt. Ltd.

Insolvency Professional Entity in the matter of
Tiger Surgical Disposable Private Limited
(under CIRP)

Corresponding Address:

D-511, Kanakia Zillion,
Junction of CST & LBS Road,
BKC Annexe, Kurla West,
Mumbai - 400070

Email: irp.tigersurgical@gmail.com
hiten@smajmudar.com

INDEX

PART I – INTRODUCTORY	
1.	Introduction
2.	Background of the Corporate Debtor
3.	Definitions
PART II – RESOLUTION PLAN PROCESS	
4.	Access to Data / information and Site visits
5.	Resolution Plan Submission Date
6.	Schedule of Resolution Plan Submission Process
7.	Amendment to the RFRP
8.	Right to verify the Resolution Plan
9.	Right to accept or reject any or all Plans
10.	Clarifications
11.	Preparation and Submission of the Resolution Plan
12.	Performance Bank Guarantee
13.	Terms and conditions of acquisition for the Proposed Transaction
14.	Mandatory contents of the Resolution Plan
15.	Confidentiality
16.	Notes to the Resolution Applicant
17.	Resolution Plan Preparation Cost
PART III – RESOLUTION PLAN EVALUATION PROCESS	
18.	Steps involved in Evaluation
19.	Conditions Subsequent
PART IV – MISCELLANEOUS	
PART V – FORMAT OF CERTAIN UNDERTAKING/ DISCLOSURES/ DECLARATION	

DISCLAIMER

This document is issued by the Resolution Professional (as defined hereinafter) for general information purpose. The purpose of this document is to assist the prospective resolution applicants in deciding whether they wish to put forward a Resolution Plan (as defined hereinafter) for the Corporate Debtor. This document does not constitute or form part of and should not be construed as an offer or invitation or prospectus for the sale of securities or any of the businesses or assets described in it. Neither this document, nor anything contained herein, should form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment or investment decision whatsoever. The Successful Resolution Applicant has to explicitly acknowledged that he has not only relied on this document. This document does not solicit any action based on the material contained herein. Nothing in this RFRP (as defined hereinafter), materials relating to the RFRP, or the opinions, if any contained in this RFRP or the Information Memorandum (as defined hereinafter) is intended to be construed as legal, accounting or tax advice by the Resolution Professional.

The information in this document and disclosed pursuant to the terms hereof has been collated for the preliminary reference of the recipients in making their own evaluation of the Corporate Debtor and does not purport to be accurate, comprehensive or complete. All information provided herein and/or disclosed pursuant to the terms hereof has been provided by the Corporate Debtor and has not been independently verified. All recipients should conduct their own diligence, investigation and analysis of the Corporate Debtor and the data set forth in this document and otherwise provided. While this information has been prepared in good faith, no representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by the Resolution Professional, Committee of Creditors, the Corporate Debtor or by any of its officers, employees or agents 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.

All information regarding the past performance of the Corporate Debtor is not a guide for future performance. Forward-looking statements are not predictions and may be subject to change without notice. Actual results may differ materially from these statements due to various factors. The information contained in this document includes current or historical information, the accuracy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. This document has not been approved and will or may not be reviewed or approved by any statutory or regulatory authority in India or by any stock exchange in India or any other jurisdiction. This document is not all inclusive and does not contain all of the information that the recipient may consider material for the purpose of the Proposed Transaction. Each Applicant should conduct its own investigations, diligence, and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Request for Resolution Plan and obtain independent advice from appropriate sources.

The Corporate Debtor, the Resolution Professional and the Committee of Creditors give no undertaking to provide further access to any additional information or to update this document with any additional information, or to correct any inaccuracies in it which may become apparent. The Committee of Creditors and/or the Resolution Professional (as per the instructions of the Committee of Creditors) reserve the right, without giving reasons, at any time and in any respect, to amend or terminate the procedures set herein or negotiate with any prospective Resolution Applicant at their sole discretion.

The prospective applicant acknowledges that it shall not use any information provided herein and/or disclosed pursuant to the terms hereof to cause an undue gain or undue loss to Corporate Debtor and/or any other person and shall comply with the requirements of section 29(2) of the IB Code and Regulation 36(4) of the CIRP Regulations (as defined hereinafter). The prospective applicant shall comply with all applicable laws, including applicable securities law, if any, in respect of all information provided herein and/or disclosed pursuant to the terms hereof. Distribution, carrying into, sending, dispatching or transmitting this document in certain foreign jurisdictions may be restricted by law, and Persons (as defined hereinafter) into whose possession this document comes should inform themselves about, and observe, any such restrictions as may be applicable in such jurisdictions. It is the responsibility of prospective Applicants to satisfy themselves as to full compliance with all

the applicable laws and regulations of any territory in connection with any Resolution Plan (as defined hereinafter) for the Corporate Debtor, including obtaining any required governmental or other consent and adhering to any other formality prescribed in such territory.

Neither the Corporate Debtor, the Committee of Creditors, the Resolution Professional, nor any of the professional advisors, Representatives (as defined hereinafter) of the aforementioned persons shall be liable for any damages, whether direct or indirect, incidental, special, or consequential including loss of revenue or loss of profits that may arise from or in connection with the use of this document, or due to participation by the recipient in the Resolution Plan Submission Process (as defined hereinafter), including for the Resolution Applicant whose Resolution Plan is not accepted by the Committee of Creditors and/or approved by the Adjudicating Authority (as defined hereinafter).

The Committee of Creditors, the Resolution Professional (on the instructions of the Committee of Creditors) and/or the Adjudicating Authority shall have the right, in their sole discretion and at any time, to reject any and all proposals made by or on behalf of any recipient in relation to any transaction with and/or in relation to the Corporate Debtor or any part thereof, to accept any such proposal, to terminate further participation in the investigation and proposal process by, or any discussions or negotiations with, any recipient at any time, to change the procedure under which such transaction process is conducted, to modify the scope of the transaction or the assets included in the Corporate Debtor and to terminate the transaction process in its entirety, all without notice and any liability therefore.

By accepting a copy of this document (whether by receipt of an electronic copy of the RFRP or access by any other means, pursuant to the terms of this RFRP or otherwise) ("Acceptance"), the prospective applicant accepts the terms of this document including the disclaimer notice, which forms an integral part of this document. The prospective applicant should not use this RFRP, the Information Memorandum, any other document annexed herewith and/or otherwise provided for purpose other than for the preparation of the Resolution Plan. Further, no representation or warranty, expressed or implied, is made or given by or on behalf of any person as to the accuracy, authenticity, completeness, or fairness of the information or opinions contained in this RFRP and Acceptance of the RFRP by the Resolution Applicant shall be deemed to be an unconditional acknowledgement by the Resolution Applicant that the Corporate Debtor, the Committee of Creditors, the Resolution Professional and all their professional advisors do not accept any responsibility or liability for any information in the RFRP or the Information Memorandum.

Upon request, the recipient will return and/or destroy promptly all materials received from the Corporate Debtor, including without limitation, this RFRP. In no circumstances may the prospective applicant(s) or their officers, employees, agents and professional advisers make contact with the management, employees, customers, agents or suppliers of the Corporate Debtor until permission to do so is given in writing by the Resolution Professional.

The recipient who decides not to pursue this matter is required to return this document and any copies thereof (together with any other material relating to the Corporate Debtor which may have been provided by or on behalf of the Corporate Debtor), as soon as practicable, to the Resolution Professional.

The benefit of all disclaimers, confirmations, acceptances and representations made or accepted by the recipient in this RFRP shall accrue to the benefit of the Corporate Debtor, its directors, officers, employees, advisors and other such persons assisting the Corporate Debtor in relation to its CIRP, the Committee of Creditors, their directors, officers, employees and advisors and the Resolution Professional, its directors, officers, employees and advisors.

This Request for Resolution Plan is neither transferable nor assignable.

PART I – INTRODUCTORY

1. Introduction

Since its establishment in the year 2003, TIGER SURGICAL DISPOSABLE PVT LTD hasn't stopped growing and investing in the field of disposable health care products. With its manufacturing facility located at Vatva Ahmedabad and spread in an area of over 10,000 sq feet, TSDPL is the largest syringe manufacturer in the state of Gujarat, employing over 200 employees. They constantly deliver the highest quality products to their customers and ensure their satisfaction.

As planned and designed, Tiger Surgical Disposable Pvt. Ltd has a facility that's way ahead of its time. Currently in terms of technicality, TSDPL has state of the art molding, printing, assembly, packing and sterilization machines. They also have inhouse testing lab to make sure that they maintain the highest level of quality standard at every step.

With in-depth knowledge and experience of the industry, they are engaged in providing an excellent range of Syringes and Needles. Their products are precisely manufactured by the workforce having sufficient knowledge and hard-earned expertise in their respective domain areas.

Tiger Surgical Disposable Pvt. Ltd. is listed in Trade India's list of verified sellers offering supreme quality of Products.

2. Background of the Corporate Debtor

- Year of Establishment : June 2003
- Development since Establishment : Introduced Auto Disable Syringes.
- Capital : INR 25.0 Crore (38.50 Lacs US \$)
- Total Working force : 150 persons
- Ownership : Private Limited Company
- Subsidiaries : No.

Production Unit & System

Production Unit is as per Food & Drug Control Administration, Gujarat State, India and as per Schedule M and M-III approved plan.

Production System as per ISO 9001:2015, ISO 13485:2016, CE and GMP as per Schedule MIII.

Quality Control Units:

Own Quality Control (Assurance) Laboratory including all testing facilities as per Food & Drug Control Administration, Gujarat State, India and as Schedule M and M-III requirements.

Product Registration and Marketing Experience of the Industry (Manufacturer):

- List of countries to which it exports most of its product:
Ukraine, Kosovo (Yugoslavia), Switzerland, Rwanda, Mauritania, Nigeria & Other Africa.
- List of countries in which its products or the company it self registered:
Ukraine & Nigeria
- List of countries where its product(s) has/have been withdrawn from the market (If so, give reasons for withdrawal):
Not from any country.

A brief overview of the Company is as under:

Company name	Tiger Surgical Disposable Private Limited
Listing status	Unlisted Company
Constitution	Private Limited Company
Corporate Identification Number (CIN)	U33112GJ2003PTC042558
Incorporation date	30/06/2003
Registered office	F.F.-2, 1st Floor, Park Avenue Flat, Nr. Gujarat Gas, Opp. Parimal Garden, Ellisbridge, Ahmedabad Ahmedabad GJ 380006 IN

- 2.1 Pursuant to the decision of the CoC in its meeting, the RP as on the date of publication was authorized to publish an advertisement seeking for Expression of Interest from prospective lenders, investors and any other persons to put forward their Resolution Plans. Accordingly, the RP published an advertisement for Expressions of Interest (EOI) on 15th October 2019 in Western Times(English & Gujarati) in Ahmedabad; pursuant to which the Resolution Professional Invited Expressions of Interest from prospective Resolution Applicants. Pursuant to evaluation of the Expressions of Interest received by the RP, the RP shall identify the Resolution Applicants for participating in this Resolution Plan Submission Process.
- 2.2 In accordance with Section 25(2) (h) of the IB Code, the Resolution Professional is inviting Resolution Applicant(s) to submit Resolution Plan(s).
- 2.3 The intent of this RFRP is to invite Resolution Plan(s) from Resolution Applicant(s), who may be willing to submit a Resolution Plan(s) for the Corporate Debtor in accordance with the terms of this RFRP, the IB Code and other Applicable Law.
- 2.4 The Successful Resolution Applicant shall be finalized by the CoC, based on the Resolution Plans submitted by the Resolution Applicants in accordance with the terms of this RFRP and Applicable Law. Further, the CoC shall have the right to negotiate better terms with the Resolution Applicant(s).
- 2.5 Upon selection of the Successful Resolution Applicant in accordance with the terms of this RFRP, the Plan submitted by the Successful Resolution Applicant will have to be further approved by the Adjudicating Authority, and will be binding on all the stakeholders in relation to the Corporate Debtor only after the approval of the Adjudicating Authority. The Successful Resolution Applicant shall enter into Definitive Agreements as may be directed by the CoC, as required to implement the Approved Resolution Plan.

3. Definitions

The capitalized terms used in this RFRP, shall have the meaning given hereunder or in IB Code or in CIRP Regulations:

“Adjudicating Authority” shall mean the Hon’ble National Company Law Tribunal, Ahmedabad Bench.

“Advertisement” shall mean the advertisement published by the Resolution Professional in Financial Express, on 15th October, 2019 inviting Expressions of Interest for submission of a Resolution Plan for the Company.

“Affiliate” shall mean a company that, directly or indirectly:

- (a) controls; or
- (b) is controlled by; or
- (c) is under the common control;

with the Company or the Resolution Applicant.

“Applicable Law” shall mean all applicable laws, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IB Code, CIRP Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , Foreign Exchange Management Act, 1999 , Securities and Exchange Board of India (Issue of Capital and Disclosure Requirement) Regulations, 2009 , and Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, each as amended from time to time.

“Approved Resolution Plan” shall mean the Resolution Plan submitted by the Successful Resolution Applicant, as recommended by the CoC and approved by the Adjudicating Authority.

“Associate Company”, in relation to another company, means a company in which the Resolution Applicant has a significant influence in terms of the Companies Act of 2013, and includes an Affiliate of the Resolution Applicant having such influence and includes a joint venture company.

“CIRP Regulations” shall mean Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 as amended from time to time.

“CIRP Period” shall mean the period of one hundred and eighty days from the date of admission of the application of corporate insolvency resolution process by the Adjudicating Authority being 24th July, 2019 or any future date as per order by the Adjudicating Authority.

“Company” / “Corporate Debtor” shall mean Tiger Surgical Disposable Private Limited a company incorporated in India under the Companies Act of 1956, having its registered office at F.F.-2, 1st Floor, Park Avenue Flat, Nr. Gujarat Gas, Opp. Parimal Garden, Ellisbridge, Ahmedabad Ahmedabad GJ 380006 IN.

“Confidential Information” shall have the meaning ascribed thereto under the Non- Disclosure Agreement.

“Conflict of Interest” shall mean an event or circumstance, determined at the discretion of the CoC (including as advised by the Resolution Professional), where a Resolution Applicant is found to be in a position to have access to information about, or influence the Resolution Plan of another Resolution Applicant pursuant to a relationship (excluding any commercial relationship which may be existing between the Resolution Applicant and the Company pursuant to the Ordinary Course of Business of the Resolution Applicant or the Company) with the Company, Group Companies of the Company, or Affiliates of the Company or Group Companies of the Company, directly or indirectly, or by any other means including colluding with other Resolution Applicant(s),

the Company, Group Companies of the Company, or Affiliates of the Company or Group Companies of the Company.

“Connected Person” shall have the meaning ascribed to the term under Regulation 38 (3) of the CIRP Regulations.

“Consideration” shall mean any consideration that may be payable by the Successful Resolution Applicant in relation to the Proposed Transaction in accordance with the Definitive Agreements.

“Committee of Creditors” / “CoC” shall mean a committee of creditors of the Corporate Debtor constituted by the Resolution Professional in accordance with the provisions of the IB Code. The list of creditors may be updated at any point of time, which may or may not change the composition of the CoC. The updated list, as and when it happens shall be shared with the Resolution Applicant(s), forthwith.

“Control” shall mean a company holding more than 50% (fifty percent) of the voting share capital of another company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by contract or otherwise.

“Cut-off Date” shall mean the last date to submit an Expression of Interest pursuant to the Advertisement or through other forms of communication as approved by the CoC.

“Debt” shall mean as to any Person, any indebtedness for or in respect of (without limitation) any moneys borrowed, any amounts admitted (in writing including in the books) to be owed and due, any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent, any amount raised pursuant to issue of bonds, notes, debentures, loan stock or any similar instrument, any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, any obligation, whether conditional or otherwise, in respect of any instruments or securities (whether debt or equity or otherwise), which incorporates an assured return, and the amount of any crystallized liability in respect of any guarantee, letter of comfort, underwriting, hedging, indemnity or any similar assurance or undertaking.

“Debt / Equity” shall mean the ratio of the aggregate Debt incurred by the relevant Person to the aggregate Equity of such Person.

“Definitive Agreement” shall mean the binding agreement(s), to be entered into by the Successful Resolution Applicant for the purposes of the Proposed Transaction, pursuant to approval of the Resolution Plan by the CoC, and the Adjudicating Authority.

“Effective Date” shall mean the date on which Resolution Plan is approved by the Adjudicating Authority.

“Equity” shall mean as to any Person, equity share capital (including any securities with conversion options, warrants, or any other instrument carrying an option of conversion into or exchange with, the equity share capital) statutory reserve, general reserve, share premium, balance in profit and loss account and other eligible reserves and instruments explicitly permitted by Applicable Law to be included in determination of the total capital of the relevant Person.

“Expression of Interest” / “EOI” shall mean each expression of interest, as submitted by the Resolution Applicant(s), within the Cut-off Date, pursuant to the Advertisement (including any other means pursuant to which an Expression of Interest is received in a form and manner acceptable to the CoC and the Resolution Professional (acting on the instructions of the CoC).

“Financial Proposal” shall mean the detailed proposal to be submitted by the Resolution Applicant in accordance with Format V (*Financial Proposal*) of this RFRP and which forms part of the Resolution Plan.

“Group Company(s)” of any company shall mean and include (i) a company which, directly or indirectly, holds 26% (twenty six percent) or more of the share capital of the said company or

(ii) a company in which the said company, directly or indirectly, holds 26% (twenty six percent) or more of the share capital or (iii) a company in which the said company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise or (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the said company whether through the ownership of securities or agreement or any other arrangement or otherwise or (v) a company which is under common Control with the said company.

“**IFSC**” shall mean Indian Financial System Code.

“**IBBI**” shall mean the Insolvency and Bankruptcy Board of India.

“**IB Code**” shall mean Insolvency and Bankruptcy Code, 2016 as amended from time to time.

“**Information Memorandum**” shall have the meaning assigned to the term under the provisions of the IB Code.

“**Insolvency Resolution Process Cost**” shall have the meaning assigned to the term under the provisions of the IB Code read together with the CIRP Regulations.

“**Letter of Intent**” shall mean the letter issued by the RP, to the Successful Resolution Applicant based on the decision of the CoC of the terms and conditions of the Resolution Plan of Successful Resolution Applicant.

“**Non-Disclosure Agreement**” shall mean the relevant non-disclosure agreement entered into between the Resolution Applicant and the Company (represented by the Resolution Professional).

“**Ordinary Course of Business**” shall mean an action which is taken in the ordinary course of the company’s day-to-day operations in accordance with sound and prudent business practices, consistent with the past practices, that does not, individually or in the aggregate, result in a change in the turnover of the company by more than 15% (fifteen percent) compared to the average turnover for the past 3 (three) financial years as set out in the audited financial statements of the company, for the past 3 (three) financial years.

“**Operational Creditor**” shall have the meaning assigned to the term under the provisions of the IB Code.

“**Proposed Transaction**” shall mean acquisition of management control or any other transaction as envisaged in the Resolution Plan.

“**RBI**” shall mean the Reserve Bank of India.

“**Related Party**” with reference to a company shall have the meaning ascribed to it under the Companies Act, 2013.

“**Representatives**” shall include directors, officers, employees, affiliates, agents, consultants or such other representatives of the relevant Person expressly authorised by such Person pursuant to corporate authorisations, powers of attorney, or contract.

“**Request for Resolution Plan**” / “**RFRP**” shall mean this document including all the appendices hereto, issued by the RP on behalf of the CoC (acting on the instructions of the CoC), for the purposes of advising/assisting the CoC in selecting the Successful Resolution Applicant and shall include all supplements, modifications, amendments, alterations or clarifications thereto.

“**Resolution Applicant(s)**” shall mean each such entity as has been shortlisted based on the Expression of Interest submitted in response to the Advertisement (including by any other means pursuant to which an expression of interest is received in a form and manner acceptable to the CoC and the Resolution Professional (acting on the instructions of the CoC)) and shall include, where relevant, the Representatives of the Resolution Applicant.

“**Resolution Plan**” / “**Plan**” shall refer to the plan to be submitted by the Resolution Applicant in the manner set out under Format VA (*Resolution Plan*) to this RFRP and in accordance with the provisions of the IB Code and the CIRP Regulations.

“Resolution Plan Submission Date” shall have the meaning ascribed to the term in point 5. of this RFRP.

“Resolution Plan Submission Process” shall refer to the schedule as set out in point 6. And any other reference to it given in this RFRP.

“Resolution Plan Validity Period” shall have the meaning ascribed to the term in clause 11.3. of this RFRP.

“Resolution Plan Value” shall consider aggregate value of the payments made to Financial Creditors; Operational Creditors; CIRP Cost & infusion of funds for Capital expenditure & Working capital for the Corporate Debtor.

“Resolution Professional” / “RP” shall mean Hiten Mukundbhai Parikh, Registration Number (IBBI/IPA-002/IP-N00309/2017-18/10898), who has been appointed as resolution professional by the Committee of Creditors (CoC) for conducting the CIRP of the Company as per the instructions of the CoC.

“Site” shall mean all the immovable and moveable properties including the manufacturing plants, owned, leased or occupied by the Company, for the purposes of conducting business in India.

“Site Visit” shall mean a visit to the Site.

“Outstanding Debt” shall mean all the amounts, as adjusted from time to time, outstanding to the members of the CoC who will give their consent for approval of the Resolution Plan of the Successful Resolution Applicant.

“Parent Company” shall mean a company which Controls the Resolution Applicant, either directly or indirectly.

“Person” shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not.

“Performance Bank Guarantee” shall mean a performance security provided by the successful resolution applicant as a guarantee against performance with respect to their resolution plan commitments.

“Successful Resolution Applicant” shall mean the Resolution Applicant, whose Resolution Plan is accepted by the CoC and to whom the Letter of Intent is issued by the RP, in accordance with the terms of this RFRP, for the purposes of the Proposed Transaction.

“Successful Resolution Applicant Contribution” shall mean the amount to be invested by the Resolution Applicant in relation to resolution of Outstanding Debt, in the nature of equity, quasi-equity, or unsecured subordinated debt or any other instrument or manner where such instruments or debt shall not be entitled to return of the principal amounts of the debt or capital (excluding conversion of such subordinated debt into equity shares of the Company), or be entitled to payment of interest, dividend or such other return on capital prior to payment, repayment or redemption of the entire debt and/or liabilities arising under or pursuant to any instruments issued to the members, or any selected group of member(s), of the CoC in relation to the Proposed Transaction in a manner acceptable to the CoC and the Adjudicating Authority subject to a minimum lock-in period of three years from the date of implementation of the Resolution Plan.

“Transfer Date” shall mean the date on which Proposed Transaction is completed, in accordance with the terms of the RFRP and the Definitive Agreements and in accordance with the Applicable Law.

“Ultimate Parent” shall mean a Person which Controls, either directly or indirectly the Parent Company, Group Company, or Affiliates of the Resolution Applicant.

“Upfront Cash” shall mean the cash payable (in INR) by the Successful Resolution Applicant to the CoC on the Transfer Date or within 30 days of NCLT approval, whichever is earlier, as per the Resolution Plan

PART II – RESOLUTION PLAN PROCESS

4. Access to Data / information and Site visits

- 4.1. Post receipt of this RFRP, the Resolution Applicant(s) shall be provided access to necessary documents electronically. The access to and usage of the information provided shall be in accordance with the rules set out in detail in Annexure II to this RFRP.
- 4.2. The Corporate Debtor (represented by the Resolution Professional) shall endeavour to arrange for and facilitate a Site Visit, on a best effort basis and will intimate the Resolution Applicant(s) regarding the date and venue of the Site Visit, as may be applicable.
- 4.3. The Resolution Applicant(s), who are / is desirous of undertaking a Site Visit, may depute a team comprising of a maximum of 3 (three) personnel of the Resolution Applicant(s), for such a Site Visit. If the Resolution Applicant(s) requires more than 3 (three) persons to be accommodated for such Site Visit, the Resolution Applicant(s) shall intimate the Resolution Professional at least 2 (two) days prior to the scheduled date of the Site Visit along with details of the said personnel of the Resolution Applicant on behalf of the CoC shall facilitate the request of the Resolution Applicant(s) on a best effort basis.
- 4.4. The purpose of the Site Visit shall be to facilitate the Resolution Applicant to ascertain the current status of the offices and / or manufacturing plants of the Corporate Debtor including the site conditions, location, surroundings, availability of power, water and other utilities for operation, access to site, handling and storage of materials. Provided that such Site Visit shall not be utilized for discussions regarding the terms of the Resolution Plan.
- 4.5. The RP shall co-ordinate between the Corporate Debtor and the Resolution Applicant(s) to facilitate such Site Visit on a best effort basis.
- 4.6. The Resolution Applicant(s) is expected to make its own arrangements including accommodation for the Site Visit. All costs and expenses incurred in relation to such Site Visit shall be borne by the Resolution Applicant(s). The Resolution Applicant(s) may intimate its preferred date for the purpose of the Site Visit to RP via email to irp.tigersurgical@gmail.com in advance. The RP will use its reasonable endeavours to schedule the Site Visit on date(s) requested by the RA, depending on the availability of Corporate Debtor officials, Resolution Professional/representative(s).
- 4.7. It is hereby clarified that any unauthorized contact with the employees, officers or management of the Corporate Debtor may result in disqualification of the Resolution Applicant(s).
- 4.8. Non-attendance at the Site Visit will not be a cause for disqualification of a Resolution Applicant(s). The Resolution Applicant(s) may carry out its own comprehensive due diligence in respect of the Corporate Debtor and shall be deemed to have full knowledge of the condition of the Corporate Debtor, assets, relevant documents, information, etc. whether or not the Resolution Applicant(s) actually inspects or participates in the Site Visit or verifies the documentation provided by the Corporate Debtor.
- 4.9. The Resolution Applicant shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of the Resolution Plan for submission and / or for carrying out of due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the Resolution Plan.

5. Resolution Plan Submission Date

A Resolution Applicant shall submit the Resolution Plan and the Performance Bank Guarantee in accordance with this RFRP and in compliance with the IB Code, on or prior to 18:00 hours IST on 28th December, 2019 ("Resolution Plan Submission Date"), at the address provided in clause 11.5 in the manner and form set out in this RFRP. The Resolution Professional may extend the Resolution Plan Submission Date, subject to providing due notice of such extension to the Resolution Applicant, by email.

6. Schedule of Resolution Plan Submission Process (as per the Invitation of EOI)

S.No	Event Description	Date
1.	Release of Advertisement	15 th October, 2019
2.	Last date to submit the Expression of Interest	29 th October, 2019
3.	Release of modified RFRP	28 th November, 2019
4.	Access to Information Memorandum and other necessary documents	Immediately following submission of executed NDA by the Resolution Applicant(s)
5.	Last date for submission of queries in relation to the RFRP	3 rd December, 2019
6.	Resolution Plan Submission Date	28 th December, 2019
7.	Declaration of the Successful Resolution Applicant and issuance of Letter of Intent ("LoI") by the RP	To be announced within 1 weeks of plan submission
8.	Receipt of acceptance of LoI from Successful Resolution Applicant	Within 2 working days of issuance of LoI
9.	Submission of final application to Hon'ble NCLT for Approval	To be Announced (Estimated date:30 th December, 2019)
10.	Approval of Hon'ble NCLT regarding the Resolution Plan of Successful Resolution Applicant	As per NCLT

The Resolution Professional on the instructions of the CoC may extend / advance any of the timelines as specified in this clause, subject to providing due notice of such extension/advancement to the Resolution Applicant(s), by email.

7. Amendment to the RFRP

At any time prior to the Resolution Plan Submission Date, the Resolution Professional may, for any reason whatsoever and without assigning any reason, amend, modify or supplement this RFRP by an amendment, within the framework of the IB Code, wherever applicable. The amendment shall be notified by email to the Resolution Applicant(s) & shall coordinate the updated information of such amendment by electronic means. The Acceptance of the RFRP shall be deemed to be an acknowledgement by the Resolution Applicant(s) that any such amendment pursuant to this clause shall be binding on the Resolution Applicant(s).

8. Right to verify the Resolution Plan

Notwithstanding anything stated in this RFRP to the contrary, the Resolution Professional reserves the right to verify the authenticity of the documents submitted by the Resolution Applicant(s), and may request for any additional information or documents, as may be required, for purposes of verifying/validating the Resolution Plan submitted by such Resolution Applicant(s). The Resolution Professional/ CoC reserve the right, at their sole discretion, to contact the Resolution Applicant's bank, lenders, financing institutions and any other person as may be necessary or expedient to verify the Resolution Applicant's information / documents.

9. Right to accept or reject any or all Plans

- 9.1. Notwithstanding anything contained in this RFRP, the CoC reserves the right to accept or reject any Resolution Plan(s), if the Resolution Plan(s) are not in compliance with this RFRP and / or the provisions of the IB Code or CIRP Regulations or not on the expected lines of the CoC and also to annul the Resolution Plan Submission Process and reject all Resolution Plans, at any time, without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 9.2. The CoC reserves the right to reject the Resolution Plan, if any of the Conditions Precedent, are not acceptable to the CoC. The Conditions Precedent, if any, in a Resolution Plan would mean the 'walk-away conditions' and shall be required to be specifically mentioned as such in the said Plan, with a conspicuous heading and placement of a paragraph in the Plan, and all such conditions shall be placed in a consolidated manner in the said paragraph.
- 9.3. The Resolution Applicant should note that
 - a. Where Resolution Applicant(s) is found to have submitted an incomplete Resolution Plan, that is, one which does not meet the requirements mentioned in this RFRP, provisions of the IB Code or the CIRP Regulations, conceals any material information, makes an incorrect statement, misrepresents facts or makes a misleading statement in the Resolution Plan, in any manner whatsoever in order to create circumstances for the acceptance of the Resolution Plan, the CoC and / or the Resolution Professional (acting on the instructions of the CoC) reserves the right to reject such Resolution Plan in cases of misrepresentation and in case of bona-fide errors, provide a period of 7 (seven) days or such other extended period as CoC may deem fit to the Resolution Applicant(s) to remedy any of the aforesaid deficiencies in the Resolution Plan submitted, supporting documents and submissions made as a part of the Resolution Plan Submission Process. In cases of misrepresentation, the Resolution Applicant(s) will not be entitled to any refund of any amount paid by it.
 - b. If the Resolution Applicant is rejected for any reason whatsoever, the CoC (as assisted by the Resolution Professional) may:
 - i) consider offers from other Resolution Applicant(s), whose Resolution Plan is responsive and valid, including any deviations / amendments to the Resolution Plan, as may be acceptable to Resolution Professional and such Resolution Applicant(s); or
 - ii) annul the Resolution Plan Submission Process; or
 - iii) take any such measure as may be deemed fit at the discretion of the CoC (as assisted by the Resolution Professional) including discussion, with other Resolution Applicant(s).

10. Clarifications

- 10.1. While the data / information provided in this RFRP, has been prepared and provided in good faith, the Corporate Debtor, the CoC, the Resolution Professional and/or PA do not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of information in this RFRP or the Information Memorandum or any other necessary documents, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of this RFRP, even if any loss or damage is caused by any act or omission on their part.
- 10.2. A Resolution Applicant requiring any clarification on this RFRP and Resolution Plan Submission Process, may notify the Resolution Professional by sending an e- mail to irp.tigersurgical@gmail.com on or before the date specified in point no. 6. RP will share all the queries and its responses thereto, to all the Resolution Applicants.
- 10.3. The Resolution Professional reserve the right not to respond to any query or provide any clarification, at their sole discretion, and no extension of time and date referred to in this RFRP shall be granted on the basis of not having received response to clarifications sought from Resolution Professional. Nothing in this clause shall be considered or read as compelling or requiring Resolution Professional to respond to any query or to provide any clarification to the queries raised by a Resolution Applicant.
- 10.4. RP may also (acting on the advice of the CoC), if deemed necessary, issue interpretations and clarifications to the Resolution Applicant(s). All clarifications and interpretations issued by the RP shall be deemed to be part of this RFRP. Verbal clarifications and information given by RP or its Representatives shall not in any way or manner be binding on RP. However, it is expected that the Resolution Applicant(s) shall have undertaken an independent due diligence on the Corporate Debtor for participation in the Resolution Plan Submission Process and shall not rely at all on information provided by the Corporate Debtor, the Resolution Professional.
- 10.5. A Resolution Applicant requiring any clarification on this RFRP and Resolution Plan Submission Process, may notify the Resolution Professional by sending an e- mail to irp.tigersurgical@gmail.com on or before time line mentioned in point no. 6 and in accordance with Format provided in PART V.

11. Preparation and Submission of the Resolution Plan

- 11.1. The Resolution Plan and all related correspondence and supporting documents in relation to the Resolution Plan Submission Process shall be in the English language.
- 11.2. A Resolution Applicant is required to submit information in accordance with this RFRP and in compliance with the requirements set out under the IB Code and CIRP Regulations and shall sign and date each of the documents in the space provided therein and sign each page of all the documents. (The Resolution Applicant shall submit all undertakings, authorisations, forms, documents and information required to be submitted as per Applicable Law and this RFRP, including all Formats. The documents related to the Resolution Plan shall be signed by a Representative of the Resolution Applicant in the manner set out in the relevant format of such document set out in this RFRP. All requisite forms, documents, authorizations given in Formats should be duly signed by the Representative of the Resolution Applicant and appropriately stamped. (The affidavit in support of the IB Code related Undertaking to be submitted by each Resolution Applicant (in the form of specified given Format) should be duly authenticated and notarized by a notary public. A Resolution Applicant should provide information sought herein in order to satisfactorily establish the Resolution Applicant's competence and ability to manage and operate the Corporate Debtor to the satisfaction of CoC. Strict adherence to forms, documents, or authorizations wherever specified in the RFRP, is required. Wherever information has been sought in specified forms / documents / authorizations, the Resolution Applicant shall refrain from referring to any brochures / pamphlets. Non-adherence to forms, documents or authorizations and / or submission of incomplete information may be grounds for declaring that particular Resolution Plan non-responsive. Each form, document or authorization has to be duly signed and appropriately stamped / company seal affixed by the Resolution Applicant.
- 11.3. A Resolution Plan once made/ submitted shall be valid for the corporate insolvency resolution process period as per IBC or till such time a Resolution Plan is approved by the Adjudicating Authority under sub section (4)

of section 30 of the IBC, whichever is earlier (“Resolution Plan Validity Period”). Provided that, the Applicants shall extend the validity of the Resolution Plan as may be required by the Resolution Professional or the Committee of Creditors. It is clarified for abundant caution that the Resolution Plan of the Successful Applicant shall continue to remain valid and binding and the same shall not have any expiry.

- 11.4. A Resolution Plan submitted by a Resolution Applicant shall be irrevocable.
- 11.5. Resolution Plan shall be submitted along with a Refundable Earnest Money Deposit of INR 50 lakhs (Rs. 50,00,000) decided by CoC. This shall be refunded on the receipt of Performance Bank Guarantee. The same shall be paid through a Demand Draft/Cheque drawn in favour of “Tiger Surgical Disposable Private Limited” payable at Ahmedabad or by NEFT/RTGS (bank details for remittance provided below):

Bank Name	ICICI Bank Limited
A/c number	018905008856
Branch name	ICICI Bank Limited, Popular House, Ashram Road Branch
IFSC	ICIC0000189

- 11.6. The Resolution Plan should be submitted in a single sealed envelope containing all requisite forms, documents, authorizations and transcript in the following way:

(Resolution Plan) – “Confidential”

Superscript: “Resolution Plan for resolution of Tiger Surgical Disposable Private Limited”

Name of the Resolution Applicant:

Envelope Number:

ATTN. OF: Hiten Mukundbhai Parikh

DESIGNATION: Resolution Professional

ADDRESS: D-511, Kanakia Zillion, Junction of CST and LBS Road, BKC Annexe, Kurla West – 400070

All envelopes used by the Resolution Applicant, for the purpose of any submission and communication should be adequately sealed, to prevent any interference / tampering, while in transit. If the envelopes are not sealed and marked as instructed above, the Resolution Professional and CoC shall assume no responsibility for the misplacement or premature disclosure of the contents of the Resolution Plan and consequent losses, if any, suffered by the Resolution Applicant.

12. Submission of Performance Bank Guarantee

- 12.1. The Successful Resolution Applicant shall cause to furnish a Performance Bank Guarantee (PBG) of an amount equal to Rs 50,00,000, within 2 (two) working days of issuance of LoI by the RP, in one of the following forms.
- i. a Performance Bank Guarantee issued by any scheduled commercial bank in India (“Bank”) which shall be in accordance with Format VIII A (PBG) of this RFRP; or
 - ii. a direct deposit by way of the real time gross settlement system into a bank account as follows:

Bank Name	ICICI Bank Limited
------------------	---------------------------

A/c number	018905008856
Branch name	ICICI Bank Limited, Popular House, Ashram Road Branch
IFSC	ICIC0000189

iii. the Performance Bank Guarantee issued shall be valid till receipt of full consideration from Resolution Applicant.

12.2. The Committee of Creditors shall have the right to forfeit the PBG at any time, if (a) any of the conditions under the Letter of Intent or Resolution Plan are breached; or (b) non-receipt of required approvals within the timelines specified in the Resolution Plan, or if the Resolution Plan is not effective due to any approval required by the Applicant to give effect to the Resolution Plan.

13. Terms and conditions of acquisition for the Proposed Transaction

By procuring this RFRP and obtaining access to Information Memorandum and other documents, in accordance with the terms of this RFRP, the Resolution Applicant is deemed to have made the following acknowledgements and representations:

- a. The Resolution Applicant is in receipt of critical information including commercially sensitive information and relating to the Corporate Debtor and that the Resolution Applicant shall keep all such critical information, including the commercially sensitive information, confidential and shall not disclose or divulge such critical information or commercially sensitive information, to any person.
- b. The Resolution Applicant shall use such critical information including the commercially sensitive information relating to the Corporate Debtor only for the purpose of preparation and submission of the Resolution Plan, in accordance with the terms of this RFRP.
- c. The Resolution Applicant shall indemnify the Corporate Debtor, the Resolution Professional and members of the CoC, in the event of any claims or actions which may arise against the Corporate Debtor, the Resolution Professional and / or the members of the CoC, in relation to the transactions contemplated under this RFRP arising out of or pursuant to the obligations of the Resolution Applicant.
- d. The Resolution Applicant represents that the Resolution Applicant is in compliance with the requirements set out under the Applicable Laws.
- e. The Resolution Applicant represents to the Corporate Debtor, Resolution Professional and the CoC that it has the necessary financial resources available for the purpose of the Proposed Transaction, for the consideration, stated in the Resolution Plan and for any further infusion / contribution into the Corporate Debtor by way of subordinate debt / quasi-equity / equity as indicated in the Resolution Plan in a manner acceptable to CoC.
- f. The Resolution Applicant acknowledges that neither the Corporate Debtor, the Resolution Professional and/or members of the CoC are providing any representations or warranty(ies) regarding the status of business, business prospects, or assets of the Corporate Debtor and the Corporate Debtor, the Resolution Professional and/or members of the CoC assume no such liability whatsoever in this respect.
- g. The Resolution Applicant represents to the Corporate Debtor, the Resolution Professional and the members of the CoC that it has obtained all the requisite corporate authorizations and regulatory approvals required for submission of the Resolution Plan.
- h. The Resolution Applicant acknowledges that implementation of Approved Resolution Plan may be subject to approvals, as applicable, the CoC and the Adjudicating Authority, other regulatory approvals and the Resolution Applicant shall, as and when required, submit the necessary applications and obtain approvals.
- i. The Resolution Applicant acknowledges that it shall pay consideration in accordance with the terms concluded as per negotiations between the CoC and the Successful Resolution Applicant, in accordance with the terms and conditions set out in the Definitive Agreements.

14. Mandatory contents of the Resolution Plan

The Resolution Applicant shall prepare the Resolution Plan in accordance with the requirements of the IBC, the CIRP Regulations and this RFRP. The Resolution Applicant shall mandatorily include the following in the Resolution Plan, as set out in Section 30 of the IB Code and Regulation 38 of the CIRP Regulations:

- a. information and details of the Resolution Applicant and all “connected persons” (*as defined under Regulation 38 of the CIRP Regulations*), as specified under Regulation 38 of the CIRP Regulations;
- b. specific sources of funds that shall be used for the payment of the Insolvency Resolution Process Cost in priority to the repayment of any other debts of the Corporate Debtor;
- c. specific sources of funds that shall be used for the payment of the Operational Creditors in a manner that the amount received by the Operational Creditors is not less than the amount which would have been otherwise received by them in the event of liquidation of the Corporate Debtor, the payment of which shall in any event be made in priority over the payment to financial creditors.
- d. term of the Resolution Plan and its implementation schedule;
- e. stipulate mechanism regarding management and control of the affairs of the Corporate Debtor post the approval of the Resolution Plan and post the Transfer Date;
- f. manner of implementation and supervision of the Proposed Transaction;
- g. declaration to the effect that the Resolution Plan is not in contravention of provisions of the Applicable Law; and
- h. Confirms to the requirements as specified by the IBBI.

15. Confidentiality

- 15.1. All information furnished in this RFRP and/or pursuant to the terms hereof shall be governed by the provisions of the Non-Disclosure Agreement. Information relating to the examination, clarification, evaluation, and recommendation of the Resolution Applicant shall not be disclosed to any person who is not officially concerned with the Resolution Plan Submission Process or is not a retained professional advisor and/ or the Resolution Professional in relation to, or matters arising out of, or concerning the Resolution Plan Submission Process.

The Resolution Applicant(s) / Resolution Applicant:

- a. agrees to use such measures and / or procedures as it uses in relation to its own most highly confidential information to hold and keep in confidence any and all such Confidential Information.
- b. shall ensure compliance with Applicable Law and specifically with the IB Code and the CIRP Regulations, with respect to Confidential Information received pursuant to this RFRP.
- c. undertakes to make use of the Confidential Information solely for the purpose of the Resolution Plan or such other purpose pursuant to this RFRP.
- d. shall take all reasonable steps and measures to minimize the risk of disclosure of Confidential Information by ensuring that only such Representatives who are expressly authorised by it and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis.
- e. shall ensure that the Confidential Information will not be copied or reengineered or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer

or electronic information retrieval system) by the Resolution Applicant or its Representative, except for sharing of Confidential Information as required in relation to this RFRP, as decided by the Resolution Applicant or its Representative from time to time.

- f. take all reasonable steps to ensure that it or its Representatives do not, directly or indirectly buy or sell shares or other securities of the other party except as given in the Resolution Plan, on its due approvals and given milestones, if any.

16. Notes to the Resolution Applicant

- 16.1. This RFRP is issued upon an express understanding and agreement that the Resolution Applicant shall use it solely for the purpose of preparation and submission of the Resolution Plan and for the purpose necessarily associated with the Resolution Plan and for no other purpose whatsoever.
- 16.2. The Resolution Applicant shall be evaluated on the basis of the declarations and / or information and / or documents provided in relevant appendices of this RFRP.
- 16.3. If the Resolution Applicant conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Resolution Plan, in any manner whatsoever, the CoC reserves the right to reject such Resolution Plan and / or cancel the Letter of Intent (if issued) and forfeit the Performance Bank Guarantee. The Resolution Applicant shall be solely responsible for such disqualification based on its declarations in the Resolution Plan.
- 16.4. The Resolution Plan submitted by the Resolution Applicant shall become the property of the CoC and the Resolution Professional (acting on the instructions of the CoC) and the CoC and the Resolution Professional (acting on the instructions of the CoC) shall have no obligation to return the same to the Resolution Applicant.
- 16.5. No change or supplemental information to the Resolution Plan shall be accepted after the Resolution Plan Submission Date. The Resolution Professional/Authorised Representative / Members of the CoC may, at their sole discretion, request for additional information / document and / or seek clarifications from Resolution Applicant(s), after the Resolution Plan Submission Date. Delay in submission of additional information and / or documents sought by the RP and/or the CoC shall make the Resolution Plan liable for rejection.
- 16.6. This RFRP includes statements, which reflect the various assumptions arrived at on the basis of the information provided by the Corporate Debtor, in order to give a reflection of the current status of the Corporate Debtor and the Resolution Applicant is required to make its own assessments of the information provided. This RFRP does not purport to contain all the information required by the Resolution Applicant. The Resolution Applicant should conduct independent investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFRP and obtain independent advice from appropriate sources, prior to making an assessment of the Corporate Debtor.
- 16.7. The Resolution Applicants shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Corporate Debtor, including Site Visit, when they submit the Resolution Plan. Resolution Applicants are invited to visit and inspect the Site at their own expense. Failure to undertake a Site Visit will not be a valid ground to relieve the Resolution Applicant subsequently after submission of its Resolution Plan nor shall it relieve the Resolution Applicant from any responsibility for estimating the difficulty or costs of successfully fulfilling the terms and condition of Resolution Plan.
- 16.8. Distributing / taking / sending / dispatching / transmitting this RFRP in certain foreign jurisdictions may be restricted by law, and persons in whose possession this invitation comes should inform themselves about, and observe, any such restrictions. Neither the Corporate Debtor, the Resolution Professional, the CoC nor their Representatives shall be liable for any damages whether direct or indirect, incidental, special or consequential including lost revenue or lost profits that may arise from or in connection with the use of this RFRP. This RFRP has not been filed, registered or approved in any jurisdiction and prospective applicants of this RFRP by residents in jurisdictions outside India should inform themselves of and observe any applicable legal requirements as may be applicable to them.

- 16.9. The Resolution Applicant(s) should keep themselves updated regarding clarifications / amendments / time extensions, if any, in relation to the Resolution Plan.
- 16.10. While this RFRP has been prepared in good faith on the basis of the information provided by the Corporate Debtor, neither the Corporate Debtor, the Resolution Professional, the CoC nor any of their Representatives make any representation or warranty nor shall have any responsibility or liability whatsoever, whether in contract, tort or otherwise, for any direct, indirect or consequential loss and / or damage, loss of use, loss of production or loss of profits or interest costs or in respect of any statements or omissions under this RFRP. Any liability is accordingly expressly disclaimed by the Resolution Professional, and their Representatives, including in the event such loss or damage has occurred on account of any act or omission on the part of the Resolution Professional, or their Representatives, whether negligent or otherwise.
- 16.11. No extension of time shall be granted under any circumstances to the Resolution Applicant(s) for submission of the Resolution Plan, including, but not limited to, on the grounds that the Resolution Applicant did not obtain a complete set of this RFRP, or on any other ground(s) as may be deemed appropriate by the Resolution Professional (acting on the instructions of the CoC).
- 16.12. A Resolution Applicant, accepting this RFRP and gaining access to necessary information, confirms that the Resolution Applicant is in compliance with the provisions given in this document and it waives any right to claim that there was any involvement of the Resolution Professional in the Resolution Applicant's compliance or lack thereof.
- 16.13. The Resolution Applicant should satisfy itself that this RFRP is complete in all respects. In the event that this RFRP or any part thereof is mutilated or missing, the Resolution Applicant shall notify the Resolution Professional immediately at the following address (email is preferable):

ATTN. OF: Hiten Parikh

DESIGNATION: Resolution Professional

ADDRESS: D-511, Kanakia Zillion,
BKC Annexe, Kurla West,
Mumbai – 400070

EMAIL ADDRESS irp.tigersurgical@gmail.com

In the event such written notice is not received at the aforementioned address within 3 (three) days from the date of issuance of this RFRP to the Resolution Applicant, this RFRP received by the Resolution Applicant shall be deemed to be complete in all respects.

17. Resolution Plan Preparation Cost

The Resolution Applicant shall be responsible for all the costs associated with the preparation of the Resolution Plan, participation in discussions and attending the Resolution Plan Conference, Site Visit, etc. the Resolution Professional shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Resolution Plan Submission Process.

PART III RESOLUTION PLAN EVALUATION PROCESS

18. Steps involved in Evaluation

The evaluation process of the Resolution Plan(s) submitted by the Resolution Applicants shall comprise of the following steps:

Step I: Submission and Receipt of Resolution Plans;

The Resolution Plan along with the Performance Bank Guarantee shall be submitted in accordance with this RFRP and within the timelines provided in point 6 & 12 of this RFRP.

Step II: Evaluation of Resolution Plans by the CoC in consultation with the Resolution Professional.

- (a) The Resolution Plan submitted by the Resolution Applicant(s) shall be reviewed by the Resolution Professional on behalf of the CoC, *inter alia*, conformity with the IB Code (including Section 29A of the IB Code) and CIRP Regulations, Information Memorandum and terms of the RFRP.
- (b) The CoC shall thereafter evaluate the Resolution Plan(s) including the Financial Proposal(s) submitted as part of such Resolution Plan(s). The Resolution Plans shall be evaluated based on the evaluation matrix as approved by the CoC.
- (c) The Resolution Applicant(s) may be intimated regarding the date and venue of the meeting of the CoC in which the Resolution Plan submitted by the concerned Resolution Applicant would be discussed. The Resolution Applicant may opt to attend the relevant meeting in which the Resolution Plan of the concerned Resolution Applicant is being considered.

Step III: Negotiations with one or more Resolution Applicant(s) and Due Diligence of Resolution Applicant(s)

- (a) The Resolution Professional (acting on the instructions of the CoC) and CoC, reserves the right to negotiate any of the terms of the Resolution Plan with one or more Resolution Applicant(s) to maximize the value for all the stakeholders. The timelines for the negotiation shall be determined and / or communicated if necessary, at a later date.
- (b) the CoC, and the Resolution Professional reserve the right to conduct due diligence on the Resolution Applicant(s) with or without the assistance of external agencies at any stage of the Resolution Plan Submission Process. The scope of the due diligence shall include but not be limited to the following parameters:
 - (i) compliance with Applicable Law;
 - (ii) submission of documents for the requisite 'know your customer' checks to the satisfaction of CoC and/or the Resolution Professional (who is acting on the instructions of the CoC)
 - (iii) review of the financial capability of the Resolution Applicant; and
 - (iv) any other matter, which the CoC and/or the Resolution Professional (acting on the instructions of the CoC) may deem fit or necessary.

Step IV: Evaluation of the revised Resolution Plans by the CoC and approval of the Resolution Plan of Successful Resolution Applicant by the CoC.

- (a) The Resolution Professional shall submit the revised Resolution Plan(s) submitted by Resolution Applicants for the consideration of the CoC. The CoC shall thereafter evaluate the revised Resolution Plan(s).
- (b) The Resolution Applicant(s) may be intimated regarding the date and venue of the meeting of the CoC in which the Resolution Plan submitted by the concerned Resolution Applicant would be discussed. The Resolution Applicant may opt to attend the relevant meeting in which the Resolution Plan of the concerned Resolution Applicant is being considered.
- (c) Based on the assessment set out in above and voting by the CoC as per the provision of the IB code, the CoC shall determine which Resolution Plan is successful. The CoC shall accordingly approve the Resolution Plan

submitted by the Successful Resolution Applicant. For avoidance of doubt, such selection of a Successful Resolution Applicant by the CoC shall be final and binding on all the Resolution Applicants.

- (d) The CoC shall have the right to negotiate further terms with the Resolution Applicant in relation to the Resolution Plan. Provided that where the negotiations are unsuccessful, RP and the CoC reserve the right to conduct any of Step I, Step II and Step III (given above) again, as required, within the stipulated time period, in order to select the successful Resolution Plan whose Resolution Plan has the next highest value.

Step V: Declaration of Successful Resolution Applicant and issuance of Letter of Intent to the Successful Resolution Applicant

Upon approval of the Resolution Plan submitted by the Successful Resolution Applicant by the CoC by a majority vote, as prescribed in the IB Code, of the members of the CoC, the Resolution Professional (acting on the instructions of the CoC) will issue a Letter of Intent stating that such Resolution Applicant has been selected as the Successful Resolution Applicant subject to the final approval by the Adjudicating Authority for the Resolution Plan submitted by the Successful Resolution Applicant.

Step VI: Acceptance of the Letter of Intent by the Successful Resolution Applicant.

The Successful Resolution Applicant shall submit a PBG as defined above in point no. 12 and unconditionally accept the Letter of Intent, without any conditions and record such acceptance by providing the Resolution Professional with 1 (one) copy of the Letter of Intent with an endorsement stating that such Letter of Intent is, "Accepted Unconditionally", under the signature of the authorised Representative of the Successful Resolution Applicant.

Step VII: Approval of the Resolution Plan by the Adjudicating Authority and declaration of the Successful Resolution Applicant

Upon unconditional acceptance of Letter of Intent by the Successful Resolution Applicant within the timelines defined above, the Resolution Professional will make an application to the Adjudicating Authority for approval of the Resolution Plan. Upon approval of the Resolution Plan by the Adjudicating Authority, the Successful Resolution Applicant will be declared as the Successful Resolution Applicant by the Adjudicating Authority.

Step VIII: Execution of Definitive Agreements with the Successful Resolution Applicant

The Successful Resolution Applicant shall, pursuant to the discussion with the CoC and upon approval by the Adjudicating Authority, execute Definitive Agreement as may be applicable and shall further comply with the conditions set out therein from the date of execution of the order of the Adjudicating Authority within the stipulated timelines. The Definitive Agreements would be prepared as and when required as per advice & approval of CoC.

19. Conditions Subsequent

19.1. Conditions Subsequent to Acceptance of Letter of Intent

Pursuant to the acceptance of the Letter of Intent, the Successful Resolution Applicant shall be required to comply with the following conditions, in accordance with the stipulated timelines, as set out in this RFRP ("Conditions Subsequent").

19.2. Obtaining requisite Statutory and Regulatory Approvals

The Successful Resolution Applicant is expected to obtain all the relevant statutory and regulatory approvals required under Applicable Law for the Proposed Transaction upon approval of the Resolution Plan by the NCLT, any other regulatory approvals, within one year, from the signing of Definitive Agreements.

19.3. Consequences of Non-Compliance with Conditions Subsequent

In the event of non-compliance with the conditions subsequent for any reason whatsoever by the Successful Resolution Applicant, set out in clause 3 above, the CoC and the Resolution Professional (acting on the instructions of the CoC) reserve the right to pursue any of the following actions, in addition to other rights as may be available under the Applicable Law:

- (a) revoke the Letter of Intent;
- (b) cancel the Resolution Plan submitted by the Successful Resolution Applicant;

PART IV: MISCELLANEOUS

This RFRP and the Resolution Plan Submission Process shall be governed by, and construed in accordance with the laws of India and Courts in Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with this RFRP and / or the Resolution Plan Submission Process.

The Committee of Creditors (including acting through the Resolution Professional) in its sole discretion and without incurring any obligation or liability, reserve the right, at any time, to;

- (a) suspend and / or cancel the Resolution Plan Submission Process and / or amend and / or supplement the Resolution Plan Submission Process or modify the dates or other terms and conditions set out in this RFRP;
- (b) consult with any Resolution Applicant(s) in order to receive clarifications or further information;
- (c) retain any information and / or evidence submitted to RP by, on behalf of, and /or in relation to any Resolution Applicant;
- (d) independently verify, disqualify, reject and / or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Resolution Applicant; and/or
- (e) require the Successful Resolution Applicant to provide any additional documents or information in relation to the Proposed Transaction.

The Resolution Applicant(s) hereby agrees and releases the Resolution Professional and the members of the CoC, irrevocably, unconditionally, fully and finally, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations set out under this RFRP, and/or in connection with the Resolution Plan Submission Process, and waives any and all rights and / or claims the Resolution Applicant may have in this respect, whether actual or contingent, whether present or in future.

Fraudulent and Corrupt Practices: The Resolution Applicant and its Representatives shall observe the highest standard of ethics during the Resolution Plan Submission Process and subsequently during the negotiations and execution of the Definitive Agreements. Notwithstanding anything to the contrary contained in this RFRP, and/or in the Letter of Intent, the CoC and/or the Resolution Professional (acting on the instructions of the CoC) shall be entitled to reject a Resolution Plan and/or revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the Resolution Applicant, if the CoC and/or the Resolution Professional (acting on the instructions of the CoC), at their respective discretion, determine that the Resolution Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Resolution Plan Submission Process. In such an event, the CoC and/or the Resolution Professional (acting on the instructions of the CoC) shall forfeit the Performance Bank Guarantee with the consultation of CoC, without prejudice to any other right or remedy that may be available to the CoC and/ or the Resolution Professional under this RFRP or Applicable Law.

All actions by the Resolution Professional under this RFRP shall be based on the instructions issued by the CoC and in compliance with the terms of his engagement.

PART V: FORMAT OF CERTAIN UNDERTAKING/ DISCLOSURES/ DECLARATION

1. Format of Covering Letter for Submission of Resolution Plans
2. Format of Power of Attorney
3. Format of Composition and Ownership Structure of The Resolution Applicant
- 3a. Format of IB Code Related Undertaking by The Resolution Applicant
4. Format of Bank Authorization
5. Format of Financial Proposal
- 5a. Format of Resolution Plan
6. Format of Undertaking by The Resolution Applicant
7. Format of Board Resolutions
8. Format of Performance Bank Guarantee
9. Format of Certificate - Corporate Structure of The Resolution Applicant, Group Companies, Affiliates, Parent Company, and the Ultimate Parent
10. Format of Checklist for Submission of Resolution Plan
11. Format for Seeking Clarification

1. FORMAT OF COVERING LETTER FOR SUBMISSION OF RESOLUTION PLANS

(On the letter head of the Resolution Applicant)

Resolution Applicant's Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To,

Hiten Mukundbhai Parikh

Resolution Professional- Tiger Surgical Disposable Private Limited

[Communication Address: : D-511, Kanakia Zillion, Junction of CST and LBS Road, Kurla West, Mumbai – 400070]

[Regd Address: B-303, GCP Business Centre, Opp. Memnagar Fire Station, Near, Vijay Cross Roads, Navrangpura, Ahmedabad, Gujarat-380009]

Sub: - Resolution Plan of Tiger Surgical Disposable Private Limited

Dear Sir,

1. We, the undersigned Applicant having read and examined in detail the Request for Resolution Plan and the Information Memorandum, set out the offer and the related information of Tiger Surgical Disposable Private Limited.
2. We enclose herewith the Resolution Plan and the Financial Proposal with duly signed and/or certified forms/documents/authorizations as mandated by the Resolution Professional and the Committee of Creditors, in the Request for Resolution Plan, for your consideration.
3. We have submitted all the requisite documents as per the prescribed formats set out in the Request for Resolution Plan, without any deviations, conditions and without any assumptions or notes.
4. We further represent and confirm as follows:

a. **Acceptance**

We hereby unconditionally and irrevocably agree and accept the terms of the Request for Resolution Plan and that the decision made by the Resolution Professional (as per the instructions of the Committee of Creditors), Committee of Creditors and/or the Adjudicating Authority in respect of any matter with respect to, or arising out of, the Request for Resolution Plan and the Resolution Plan Submission Process shall be binding on us. We hereby expressly waive any and all claims in respect of the Resolution Plan Process.

b. **Litigation/Proceedings**

We confirm that there is no litigation/disputes/proceedings pending or threatened against us, which materially affects our ability to fulfil our obligations under the Request for Resolution Plan.

c. **Conflict of Interest**

We hereby confirm that there is no conflict of interest that subsists or will occur as a result of submission of a Resolution Plan under the Request for Resolution Plan.

d. **Familiarity with the Applicant Laws**

We confirm that we have studied the provisions of the IBC, the CIRP Regulations and other relevant laws and regulations to enable us to submit our Resolution Plan along with required documents and execute the other required documents in the event of our selection as the Successful Applicant. We have obtained the necessary corporate and regulatory approvals required to participate in the Resolution Plan.

We further confirm that our Resolution Plan is not in contravention of the provisions of the Applicable Laws.

e. **Contact person**

The details of the contact person for the purposes of this Resolution Plan are provided below:

Name	:	[●]
Designation	:	[●]
Company Address	:	[●]
Phone Nos.	:	[●]
Fax Nos.	:	[●]
E-mail address	:	[●]

5. We are enclosing herewith the Resolution Plan containing duly signed forms/documents/authorizations, each one duly closed separately, with 1 (one) original copy as mandated in the Request for Resolution Plan, for your consideration.
6. We confirm that the Resolution Plan submitted by us is consistent with all the requirements of submission as stated in the Request for Resolution Plan, the IBC, the CIRP Regulations and the Resolution Professional or the Committee of Creditors.
7. The information submitted by us is complete, strictly as per the requirements stipulated in the Request for Resolution Plan and is true and correct to the best of our knowledge and understanding. We acknowledge that we shall be solely responsible for any errors or omissions in our Resolution Plan.
8. We confirm that all the terms and conditions of our Resolution Plan are valid for acceptance for a period of 6 (six) months from the Resolution Plan Due Date (including the revised Resolution Plan Due Date).
9. We confirm that we have not taken any deviations so as to be deemed non-responsive with respect to the provisions of the Request for Resolution Plan.
10. Confidentiality
 - a) We confirm that we and our representatives will keep all information set out in the Request for Resolution Plan /Information Memorandum and/or furnished pursuant to the same as confidential.
 - b) We confirm that we and our representatives shall not use any such information to cause an undue gain or undue loss to the Company or any other person.
 - c) We and our representatives will comply with the requirements under section 29(2) of the IBC.
 - d) We and our representatives will protect the intellectual property rights of the Company in relation all such information.
 - e) We acknowledge that we are aware that applicable securities laws prohibit any person having unpublished price sensitive information about a company from dealing with the securities of that company and we agree to abide by and cause our Representatives to abide by the terms of such securities laws, including without limitation, the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.
 - f) We and our representatives will not share any such information with any third party, without first ensuring that our obligations under the Confidentiality Agreement entered into with the Company are complied with.

g) We and our representatives will comply with all the terms and conditions of the Request for Resolution Plan and the Confidentiality Agreement.

11. Capitalized terms shall have the meaning given to them in the Request for Resolution Plan.

Thanking you, Yours faithfully,

(Signature and Name of the Attorney as per Format – Power of Attorney) Address of Authorised Signatory

(Not less than a Director) Company rubber stamp/s

2. FORMAT OF POWER OF ATTORNEY*

(TO BE ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS PER THE STAMP ACT RELEVANT TO THE PLACE OF EXECUTION. FOREIGN COMPANIES SUBMITTING RESOLUTION PLANS ARE REQUIRED TO FOLLOW THE APPLICABLE LAW IN THEIR COUNTRY.)

POWER OF ATTORNEY

Know all men by these presents, We, [Insert name and address of the registered office of the Resolution Applicant] (“Resolution Applicant”) do hereby constitute, appoint and authorize Mr./Ms. [Insert name and residential address of the attorney] who is presently holding the position of [●] as our true and lawful attorney(“Attorney”), to do in the name of the Applicant and on the behalf of the Applicant, all such acts, deeds and things necessary in connection with or incidental to the submission of the Resolution Plan or any other document as may be required under or pursuant to the request for Resolution Plan issued by the Resolution Professional dated [●], including the signing and submission of Resolution Plan and all other documents related to the Resolution Plan, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other deeds or document that the Resolution Professional may require the Applicant to submit. The aforesaid Attorney is further authorised to provide representations, information or responses to the Resolution Professional or the Process Manager and represent the Applicant and generally deal with the Process Manager and the Resolution Professional with respect to the Resolution Plan and the Resolution Plan Process, in accordance with the terms of the request for Resolution Plan.

We hereby ratify all acts, deeds and things done by the said Attorney pursuant to this power of attorney and that all acts, deeds and things done by the aforesaid Attorney shall be binding on the Applicant and shall always be deemed to have been done by the Applicant.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the request for Resolution Plan.

Signed by the within named
[Insert the name of the Applicant]
Through the hand of

Mr.
(Name, designation and address of the executant)

Duly authorised by the Board to issue such Power of Attorney Dated this
..... day of

Accepted
.....

Signature of Attorney
(Name, designation and address of the Attorney)

Attested
.....
(Signature of the executant)
(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution
Common seal of has been affixed in my/our presence pursuant to Board
of Director’s Resolution dated.....

WITNESS

1)
(Signature)
Name
Designation.....

2)
(Signature)
Name
Designation.....

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the Applicant and the same should be under common seal of the Applicant affixed in accordance with applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorised by the Applicant in this regard.
2. The person authorised under this Power of Attorney, in the case of the Applicant being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 2013, with a paid up share capital of more than INR 5,00,00,000 (Rupees Five Crores only), should be the managing director/whole time director/manager appointed under section 203 of the Companies Act, 2013. In all other cases, the person authorised should be a director duly authorised by a board resolution duly passed by the company.
3. In case of the Applicant being a foreign company, the same shall be signed by a person of equivalent position and the requisite legalization and consularisation process shall be duly completed.
4. In the event, the power of attorney has been executed outside India, the same shall be required to be duly notarized by a notary public of the jurisdiction where it is executed.
5. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board resolution/power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the Applicant.
6. The Applicant shall submit a power of attorney or such other equivalent authorisation as may be deemed to be adequate in the jurisdiction of incorporation of the Applicant.

3. FORMAT COMPOSITION AND OWNERSHIP STRUCTURE OF THE RESOLUTION APPLICANT

(On the letter head of the Resolution Applicant duly stamped)

a. Corporate Details:

Please provide the following information for the Resolution Applicant:

- i. Company's Name, Address, Nationality details:
 - Registered Office
 - Website Address
 - Corporate Identification Number, if any:
 - Country of Origin:
 - Address for Correspondence:
 - Year and Date of Incorporation
 - Company's Business Activities:
 - Name of the Representatives
 - Name and details of all Connected Persons
 - Telephone Number
 - Email Address
 - Fax No
- ii. Please provide the following documents:
 - (a) Copy of the memorandum and articles of association and certificate of incorporation or other equivalent organizational document (as applicable in the case of the jurisdiction of incorporation of the Applicant and all Connected Persons) including amendments, if any, certified by the company secretary, or equivalent or a director of the Applicant (as an annexure to this Format)
 - (b) Authority letter in favour of the Resolution Professional from the Resolution Applicant (as per Format annexed as Appendix-6 to the Request for Resolution Plan) authorising the Process Manager or the Resolution Professional to seek reference from their respective bankers, lenders, financing institutions of the Applicant and any other person.
 - (c) Annual report or audited financials of the Applicant and its group companies for the preceding 3 (three) years whose revenue and net worth numbers have been submitted as part of the Expression of Interest. In case of a financial investor/fund,

in addition to the above, statutory auditor's certificate for committed funds as of March 31, 2018 shall be provided.
 - (d) Copy of permanent account number card of the Company (or equivalent identification for an overseas entity);
 - (e) Credit opinion report from the principal bank of the Resolution Applicant and its Parent company;
 - (f) External rating report if available, for the Applicant and the Parent Company;

- (g) Names and Details of the directors of the Applicant, all Connected Persons and the Parent Company as per format below:

Name	Designation	Identification Nos.			Full Address	Other directorships
		DIN	PAN	Passport		

The Applicant shall submit photocopy of the passport for each of the Directors;

- (h) Details of Ownership Structure of the Applicant and its relationship with all Connected Persons:

Details of persons owning 10% (ten percent) or more of the total paid up equity of the Resolution Applicant.

Name of the Applicant

Status of equity holding as on

	Name of Equity Holder	Type and Number of Shares owned	% of Equity Holding	Extent of Voting Control (%)
1.				
2.				
3.				

- (i) Details of transactions, if any, of the Applicant and/or any Connected Persons with the Company in the preceding two years;
- (ii) Please clarify if the Applicant and/or any Connected Person has been convicted of any offence in the preceding five years, and if so, please share all relevant details of the same;
- (iii) Please clarify if there are any criminal proceedings, investigations, enquiries etc. commenced or pending against the Applicant and/or any Connected Person, and if so, please share all relevant details of the same;
- (iv) Please clarify if any of the promoters, shareholders, directors and/or key managerial personnel of the Applicant and/or any Connected Person have been disqualified to act as a director under the provisions of the Companies Act, 2013, and if so, please share all relevant details of the same;
- (v) Please clarify if the Applicant and/or any Connected Person has been identified as a wilful defaulter by any bank or financial institution, and if so, please share all relevant information and details in relation to the same; and
- (vi) Please clarify if the Applicant and/or any Connected Person has been disqualified or debarred from accessing to or trading in the securities markets under any order of the Securities and Exchange Board of India and/or any other such judicial authority.

For and on behalf of M/s.....

*[Signature and Name of the Attorney as per **Format** – Power of Attorney]*

Rubber stamp/seal of the Resolution Applicant

Note:

Connected Person has the same meaning as ascribed in section 29A of the IBC.

Status of equity holding should be provided not earlier than 30 (thirty) days prior to Cut-off Date.

Details of the Parent Company, Ultimate Parent and/or the Group Companies, affiliates of the Applicant, and corporate guarantor (if any corporate guarantee constitutes part of the Resolution Plan), and their respective business activity shall be provided. The determination of the relationship of the Parent Company, Ultimate Parent and/or the Group Companies and affiliates of the Applicant shall not be 30 (thirty) days prior to the Resolution Plan Submission Date. Documentary evidence in the form of a certificate from a practicing company secretary or statutory auditor to establish such relationship shall be furnished by the Applicant along-with the Resolution Plan.

3A FORMAT IB CODE RELATED UNDERTAKING BY RESOLUTION APPLICANT

(To be on non-judicial stamp paper of appropriate value as per the stamp act relevant to the place of execution. Foreign companies submitting resolution plans are required to follow the applicable law in their country.)

To

Hiten Parikh

Resolution Professional- Tiger Surgical Disposable Private Limited

Communication Address: D-511, Kanakia Zillion, Junction of CST and LBS Road, Kurla West, Mumbai – 400070

[Regd Address: B-303, GCP Business Centre, Opp. Memnagar Fire Station, Near, Vijay Cross Roads, Navrangpura, Ahmedabad, Gujarat-380009]

Dear Sir,

Sub: Resolution Applicants' undertaking under the Insolvency and Bankruptcy Code (Amendment) Act, 2018

In furtherance of the Request for Resolution Plan dated [●] and in view of Section 29A of the IB Code, [I/We] ("Resolution Applicant") state, submit and confirm as follows:-

1. [I/We] hereby unconditionally state, submit and confirm that since Corporate Debtor is a MSME undertaking registration as such, [I/We] are not disqualified from submitting a Resolution Plan in respect of Tiger Surgical Disposable Private Limited, pursuant to the provisions of section 240A read with Section 29A of the IB Code and/or otherwise.

2. [I/We] hereby state, submit and declare that none of (a) [me / us] being the Resolution Applicant; (b) any other person acting jointly with [me / us]; (c) any person who is a promoter and/or in the management and/or control of the Resolution Applicant; (d) any person who shall be the promoter and/or in management and/or control of the business of Tiger Surgical Disposable Private Limited during implementation of the Resolution Plan; and/or (e) the holding company, subsidiary company, associate company or related party of any person referred to in (c) and/or (d) .

(a) is an undischarged insolvent;

(b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;

(c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor;

(d) has been convicted for any offence punishable with imprisonment –

(i) for two years or more under any Act specified under the Twelfth Schedule; or

(ii) for 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 from trading in securities or assessing 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 this Code;

(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 this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;

(i) is subject to any disability corresponding to (a) to (h) above under any law in a jurisdiction outside India.

Yours sincerely,

.....

[Signature and name of Attorney / authorized signatory of the Resolution Applicant] Rubber stamp/seal of the Resolution Applicant

[to be notarized by a notary public]

AFFIDAVIT

I, [name of the deponent], being the [Director / Authorised Signatory] of [insert name of the resolution applicant] ("Resolution Applicant") currently residing at [insert address], do solemnly state on oath, declare and affirm that all that is stated in paragraphs 1 and 2 of the IB Code related Undertaking dated [insert date of additional undertaking] is true, correct and complete to my personal knowledge.

Solemnly, affirmed at [insert place] on the day of 20

Before me,

Notary / Oath Commissioner
Deponent's Signature

Notes:

(1) In case of the Resolution Applicant being a foreign company, the same shall be signed by a person of equivalent position and the requisite legalization and consularisation process shall be duly completed.

(2) In the event, the power of attorney has been executed outside India, the same shall be required to be duly notarized by a notary public of the jurisdiction where it is executed.

4. FORMAT OF BANK AUTHORIZATION

(On non – judicial stamp paper duly attested by a Notary Public. If any of the financial institutions, banks etc. are based in foreign countries, this Authorization should additionally meet the requirements as to form as are required by such foreign financial institutions, banks etc.)

The undersigned hereby authorize(s) and request(s) all the financial institutions, banks, multilateral lending agencies, public trusts, funds (which are registered with the SEBI) of the Applicant, as per the list set out as 'Annexure A – List of Bankers' in the Request for Resolution Plan, including subsidiaries and branches of the aforementioned, to furnish pertinent information deemed necessary and requested by the Resolution Professional, to verify the authenticity of the documents/information submitted by the Resolution Applicant and/or regarding the financial standing and general reputation of the Resolution Applicant, in respect of the Resolution Plan under the Request for Resolution Plan dated [●] issued by the Resolution Professional.

Capitalized terms shall have the meaning given to such terms in the Request for Resolution Plan.

For and on behalf of M/s.....

[Signature and Name of the Attorney as per **Format** – Power of Attorney]

Company rubber stamp / seal of the Applicant

.....

(Signature of Notary Public)

Annexure A

List of Bankers

Bank/Financial Institution	Address of the Branch	Name of the Contact Person/email-id	Designation	Number of the Contact Person

5. FORMAT OF FINANCIAL PROPOSAL

(On the letter head of the Resolution Applicant)

To,
Hiten Parikh
Resolution Professional- Tiger Surgical Disposable Private Limited
Communication Address: D-511, Kanakia Zillion, Junction of CST and LBS Road, Kurla West, Mumbai
– 400070.

[Regd Address: B-303, GCP Business Centre, Opp. Memnagar Fire Station, Near, Vijay Cross
Roads, Navrangpura, Ahmedabad, Gujarat-380009]

Dear Sir,

Sub: **Financial Proposal relating to Tiger Surgical Disposable Private Limited (“Company”)**

Set out below is the Financial Proposal (as part of Resolution Plan) of the Company

[The Applicant shall provide the details of the terms and conditions of the Resolution Plan Process containing the following details:

1. Acquisition of Management Control

i. Proposal for Outstanding Debt

[The Applicant shall submit a proposal for the Outstanding Debt consisting of all terms and conditions being offered in relation to the Outstanding Debt including the proposed issuance of/conversion into financial instruments, whether convertible or non-convertible, including debt, preference shares, debentures, etc. The Resolution Applicant shall, for each of the instruments proposed, provide the following terms or terms of similar nature as are required for each such instrument. For the avoidance of doubt, where the Financial Proposal includes convertible instruments, the terms of conversion of such instrument shall be clearly set out in the Financial Proposal.]

a. Type of Instrument;

b. Amount of the Outstanding Debt to be converted into the relevant instrument;

c. Interest rate/coupon/Rate of return;

d. Principal moratorium;

e. Interest moratorium;

f. Quarterly repayment schedule;

g. Terms of conversion; and

h. Other key terms pertaining to the proposal for the Outstanding Debt.

ii. *Proposal for funding by the Successful Resolution Applicant:*

a. *Aggregate amount of additional funds to be infused by the Applicant as Successful Applicant Contribution to meet the expenditure planned as per Resolution Plan or for reduction of Outstanding Debt*

b. *Nature/type of instrument for infusion of the Successful Applicant Contribution into the Company and key terms thereof*

c. *Proposed timelines for completion of the funding by the Successful Applicant*

[Documentary proof establishing the external rating of the person providing funds to make payments under the resolution plan will have to be submitted. In case of domestic entities, rating from only external rating agencies as accredited by RBI and in case of overseas entities, rating from only the following external rating agencies shall be accepted: Standard & Poor's, Moody's Investors Service and Fitch. Submission of rating from any other agency shall not be considered and the person shall be treated as an unrated person.]

[Support in the nature of undertakings shall not be considered as financial support for the purpose of evaluation of the Financial Proposal.]

2. Proposal for Asset Acquisition

i. *Proposal for Asset Acquisition*

[The Applicant shall provide the following terms or terms of similar nature as may be necessary for asset purchase/take-over/transfer]

a. *Details of the assets proposed to be purchased/taken-over/transferred and the proposed transaction structure;*

b. *Consideration offered for the assets proposed to be purchased/taken-over/ transferred;*

c. *Payment mechanism along with the relevant details;*

d. *Timelines for takeover of the assets proposed to be purchased/taken-over/ transferred; and*

e. *Any other terms pertaining to asset purchase.*

5. While the Applicant shall continue to specify the sources of funds that will be used to pay insolvency resolution process costs, liquidation value due to operational creditors and liquidation value due to dissenting financial creditors, the committee of creditors shall specify the amounts payable from resources under the resolution plan for these purposes.

[Documentary proof establishing the external rating of the person providing funds to make payments under the resolution plan will have to be submitted. In case of domestic entities, rating from only external rating agencies as accredited by RBI and in case of overseas entities, rating from only the following external rating agencies shall be accepted: Standard & Poor's, Moody's Investors Service and Fitch. Submission of rating from any other agency shall not be considered and the person shall be treated as an unrated person.]

[Support in the nature of undertakings shall not be considered as financial support for the purpose of evaluation of the Financial Proposal.]

[Applicant to ensure that the terms provided are in compliance with Applicable Law including any change of such terms pursuant to discussions with the Resolution Professional or members of CoC of the Company.]

We understand that the members of the CoC have further right to renegotiate the terms of this Financial Proposal and the decision of the CoC and the Resolution Professional in selection of the Successful Applicant shall be final and binding on us.

Yours faithfully

(Signature and stamp (on each page) of Managing Director/Full time Director /Chief Executive Officer of the Resolution Applicant)

Name:

Date:

Place:

[Please also affix the common seal of Resolution Applicant]

[Insert name of the Applicant] has been affixed in my/our presence pursuant to the resolution of the board of directors of *[Insert name of the Applicant]*, dated [●]

.....
.....

(Signature)

Name:

Designation:

WITNESS:

1.

(Signature)

Name.....

Designation.....

Date:

2.

(Signature)

Name.....

Designation.....

Date:

- **The above format is directive & not mandatory. However, the resolution plan shall include all the above contents.**

5A. FORMAT OF RESOLUTION PLAN

(on the letterhead of the Resolution Applicant)

To
Hiten Parikh
Resolution Professional- Tiger Surgical Disposable Private Limited
Communication Address: D-511, Kanakia Zillion, Junction of CST and LBS Road, Kurla West, Mumbai
– 400070.

[Regd Address: B-303, GCP Business Centre, Opp. Memnagar Fire Station, Near, Vijay Cross
Roads, Navrangpura, Ahmedabad, Gujarat-380009]

Dear Sir,

Sub: Resolution Plan for Proposed Transaction of Tiger Surgical Disposable Private Limited (“Corporate Debtor”)-Mandatory contents as laid down in the IB Code and the operations and management of the Corporate Debtor.

Set out below is the Resolution Plan relating to the acquisition of the Corporate Debtor.

Resolution Applicants are mandatorily required to provide the following details:

- a) Proposed plan for revival of operations of the business, including
 - (i) proposal for payment of the Insolvency Resolution Process Cost in priority to the repayment of any other debts of the Corporate Debtor;
 - (ii) proposal for repayment of the Operational Creditors of the Corporate Debtor in a manner that the amount received by the Operational Creditors is not less than the amount which would have been otherwise received by them in the event of liquidation of the Corporate Debtor, which shall in any event be made before the expiry of 30 (thirty) days after the approval of Resolution Plan of Successful Resolution Applicant by the Adjudicating Authority;
 - (iii) proposal for payment of liquidation value due to dissenting members of the CoC and provision for making such payment is made before any recoveries are made by the members of CoC who voted in favour of the Successful Resolution Applicant;
 - (iv) a statement as to how it has dealt with the interests of all stakeholders, including financial creditors and operational creditors, of the corporate debtor
 - (v) term of the Resolution Plan and its implementation schedule;
 - (vi) stipulate mechanism regarding management and control of the affairs of the Corporate Debtor post the Transfer Date;
 - (vii) manner of implementation and supervision of the Proposed Transaction;
 - (viii) declaration to the effect that the Resolution Plan is not in contravention of provisions of the Applicable Law
 - (ix) provide for the details (as defined in CIRP Regulations) of the resolution applicant and other connected persons (as defined in CIRP Regulations) to enable the committee to assess the credibility of such

applicant and other connected persons to take a prudent decision while considering the resolution plan for its approval

(x) provide an exhaustive list of the conditions precedent to effectiveness of the Resolution Plan. Each resolution applicant is requested to include the following clause in the Resolution Plan:

“Notwithstanding anything to the contrary contained in this resolution plan or any other documents including any definitive documents, the Resolution Applicant [together with the co-applicants] agrees and confirms that there are no conditions, assumptions and/or qualifications for effectiveness of the Resolution Plan by the resolution applicant [and co-applicants], whether before approval by NCLT or thereafter until the [Effective Date] other than the following conditions precedent:

(1) _____; and

(2) _____ [RA to set out the conditions precedent / conditions] (“Conditions Precedent”)

The Resolution Applicant [and the co-applicants] hereby jointly and severally, and unconditionally and irrevocably agree and undertake to implement and give effect to the transactions contemplated in the resolution plan immediately upon completion of the Conditions Precedent.”]

Resolution Applicants are also requested to provide the following details:

(xi) Proposal for the takeover and execution of the existing operations;

(xii) Details of the proposed transaction structure including payment mechanism and timeline of payment to different stakeholders and takeover of Corporate Debtor

(xiii) Treatment of third party security interest

(xiv) Action plan for building the capability required (technical, financial, manpower etc.) to ramp up the scale of operations;

(xv) Action plan for future execution;

(xvi) Planned infusion for meeting requirement of business operations - capital expenditure, working capital, any such other expense. Proposed means of finance and key terms of the same, if not equity in nature (amount, interest rate offered, tenor, quarterly repayment schedule etc.)

(xvii) Detailed financial projections (in the form of a linked MS Excel file) for the tenor of the Outstanding Debt including detailed financial projections should include profit and loss, balance sheet, and cash flow ratios and assumptions

b) Details of experience in the pharmaceutical sector (product/ services, equity shareholding, financial indicators for the preceding 5 (five) years etc.)

c) “know your customer” details of the Resolution Applicant and its Parent Company (and any other Person as may be required by the Resolution Professional)

d) Such other additional information as the Resolution Applicants or the Resolution Professional may deem appropriate.

We understand that the Resolution Professional have further right to renegotiate the contents of this Resolution Plan and the decision of PA (acting on the instructions of the CoC/RP) and / or the CoC and

/ or the Resolution Professional (acting on the instructions of the CoC) in the selection of the Resolution Applicant and / or the Successful Resolution Applicant shall be final and binding on us.

Yours faithfully

(Signature and stamp (on each page) of Managing Director/Full time Director /Chief Executive Officer of the Resolution Applicant)

Name:

Date:

Place:

[Please also affix common seal of Resolution Applicant]

[Insert name of the Resolution Applicant] has been affixed in my / our presence pursuant to the resolution of the board of directors of [Insert name of the Resolution Applicant], dated [●]

.....

.....

(Signature)

Name:

Designation:

WITNESS:

1)

(Signature)

Name

Designation

Date:

2)

(Signature)

Name

Designation

Date:

- **The above format is suggestive & not mandatory. However, the resolution plan shall require to include all the above contents.**

6. FORMAT OF UNDERTAKING BY RESOLUTION APPLICANT

[On the letter head of the Resolution Applicant]

Resolution Applicant's Undertaking

To

Hiten Parikh

Resolution Professional- Tiger Surgical Disposable Private Limited

Communication Address: D-511, Kanakia Zillion, Junction of CST and LBS Road, Kurla West, Mumbai – 400070

[Regd Address: B-303, GCP Business Centre, Opp. Memnagar Fire Station, Near, Vijay Cross Roads, Navrangpura, Ahmedabad, Gujarat-380009]

Dear Sir,

Sub: Resolution Applicants' undertaking in relation to the Resolution Plan in response to request for Resolution Plan issued by PA dated [●] ("RFRP") in the matter of Tiger Surgical Disposable Private Limited:

1. We, [Insert name of the Resolution Applicant] ("Resolution Applicant"), refer to the RFRP and provide our unconditional acceptance of the terms and conditions of the RFRP as amended from time to time in accordance with the procedure set out under the RFRP, including but not limited to the Disclaimer contained in the RFRP. Further and in relation to the said RFRP and the Resolution Plan Submission Process set out there under, the Resolution Applicant undertakes, agrees and acknowledges that the Resolution Applicant (collectively, the "Undertaking"):
 - a) shall execute all such deeds and documents as may be required to be so executed pursuant to the completion of the Resolution Plan Submission Process;
 - b) has submitted the Resolution Plan and other requisite documents strictly as per forms prescribed in the RFRP, without any deviations or conditions and without setting out any assumptions or notes qualifying the Resolution Plan;
 - c) the Resolution Plan shall be valid up to the end of the period set out under clause 11.3 of the RFRP;
 - d) the Resolution Plan has been duly signed by a director of the Resolution Applicant as a Representative;
 - e) has submitted a duly executed power of attorney in original signed by a person authorised by the board of the Resolution Applicant in a duly convened board meeting;
 - f) has obtained all the corporate authorizations required or expedient under Applicable Law for the submission of the Resolution Plan;
 - g) shall, except as otherwise required under the RFRP, upon being notified as the Successful Resolution Applicant, pay such amounts and consideration as set out in the Resolution Plan in the manner agreed to between the Resolution Applicant and the CoC at terms mutually agreeable to CoC and the Resolution Applicant strictly in accordance with the procedure set out under the RFRP;
 - h) shall, prior to the Transfer Date, execute such agreement(s) as may be required as a part of the Resolution Plan, with a technical partner, to the satisfaction of the Resolution Professional

- i) has provided all information and data during this Resolution Plan Submission Process, in a manner that is true, correct, accurate and complete and no such information, data or statement provided by the Resolution Applicant is inaccurate or misleading in any manner; and
- j) has submitted a Resolution Plan that conforms to the requirements of the RFRP as on the date of this Undertaking and confirms that:
- k) the Resolution Applicant has a non-default external rating;
- l) the Parent entity, the Ultimate Parent, the Group Companies, and Affiliates are not classified as non-performing assets by the lenders to the aforementioned entities;
- m) none of the Group Companies, Affiliates, Parent Company, Ultimate Parent or any of the promoters or directors of the Group Companies, Affiliates, Parent Company or Ultimate Parent feature in the defaulters list published by the RBI and / or TransUnion CIBIL Limited (formerly Credit Information Bureau (India) Limited);
- n) there are no proceedings pending or threatened, and there has been no penalty or fine imposed, by the Securities and Exchange Board of India, against the Resolution Applicant or the promoters or the directors of the Resolution Applicant.
- o) there are no criminal proceedings pending or decreed against the Resolution Applicant or the promoters or the directors of the Resolution Applicants;
- p) there has been no action against the Resolution Applicant or promoters or directors of the Resolution Applicant by a regulatory or governmental authority;
- q) neither the Resolution Applicant nor a subsidiary, affiliate, or holding company of, or any other Person related to, the Resolution Applicant is an existing promoter or belongs to the existing promoter group; and
- r) the Resolution Applicant is in compliance with Applicable Law.

2. We further undertake and confirm that the Financial Proposal submitted as part of the Resolution Plan is unconditional and irrevocable and acknowledge and agree that the CoC reserves the right to negotiate better terms with the Resolution Applicants and any decision taken by the CoC and /or the Resolution Professional in relation to the Resolution Plan and the Resolution Plan Submission Process shall be final and binding on the Resolution Applicant. Further, in addition to the undertaking set out under clause 1 (i) above, the Resolution Applicant confirms that all the confirmations, declarations and representations made in the Resolution Plan are valid as on the date of this Undertaking and acknowledge that Authorised Representative or the Resolution Professional (acting on the instructions of the CoC) may at their sole discretion be free to cancel our Resolution Plan and encash the Earnest Money Deposit where such confirmations, declarations and representations are found to be incorrect or misleading.

3. Capitalised terms used herein but not defined shall have the meaning assigned to such term in the RFRP.

Thanking you
Yours sincerely

.....
[Signature and name of Attorney as per Format II – Power of Attorney] Rubber stamp/seal of the Resolution Applicant]

7. FORMAT OF BOARD RESOLUTIONS

(On the letter head of the Resolution Applicant)

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF [Insert name of the Resolution Applicant] ("COMPANY") IN THE MEETING HELD ON [Insert Date], AT [Insert Time] AT [Insert Place]

WHEREAS pursuant to the expressions of interest dated [●] ("EOI"), and the subsequent request for resolution plan dated [●] ("RFRP") of Tiger Surgical Disposable Private Limited ("TSDPL"), the Company has been shortlisted by the Resolution Professional (acting on the instructions of the Committee of Creditors), for the purpose of submission of the Resolution Plan.

In view of the above, the Board has resolved as follows:

"RESOLVED THAT any of the directors of the Company, be and is hereby authorised to take all the steps required to be taken by the Company for the submission of the Resolution Plan (which includes the Financial Proposal and the Resolution Plan) in accordance with the terms of the RFRP, including the following:

(a) submit the Resolution Plan (which includes the Financial Proposal and the Resolution Plan) and other requisite documents, in accordance with the terms of the RFRP;

(b) execute all other agreements, deeds, writings and power of attorney as may be required in relation to the RFRP, including any amendments or modifications as may be suggested by PA or the Resolution Professional (on the instructions of the Committee of Creditors of TSDPL) and/or the Committee of Creditors of TSDPL to any of such executed agreements, documents or other writings and in general to do all such acts, deeds and all things as may be required or considered necessary under or in respect of the RFRP;

(c) negotiate the terms and conditions in the Resolution Plan, with the members of the Committee of Creditors of TSDPL;

(d) pay such amounts and consideration, in the manner as may be agreed with the CoC, in accordance with the procedure set out under the RFRP; and

(e) to generally do or cause to be done all such acts, matters, deeds and things as may be necessary or desirable in connection with or incidental or for the purpose of implementation and giving effect to the above resolutions for and on behalf of the Company, and to comply with all other requirements in this regard."

"RESOLVED FURTHER THAT a certified copy of the foregoing resolution be furnished as may be required, under the signature of [the Company Secretary / any two of the Directors of the Company]."

Certified to be true

For the Company

Director(s) / Company Secretary

Notes:

1) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

2) In case of the Board Resolution being provided by a company incorporated in India, the Board Resolution shall to be notarized by a notified notary. In the event the Board resolution is from a company incorporated outside India, the same shall be duly notarized in the jurisdiction of incorporation of the company.

3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an opinion issued by the legal counsel of such foreign entity, stating that the board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

4) The Board Resolution is to be certified by the Company Secretary / Directors, in accordance with applicable law and the constitutional documents of the Company.

8. FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution. The stamp paper should be in the name of the guarantor bank.)

<Beneficiary Name>

1. In consideration of[*Insert name of the Successful Resolution Applicant with address*] (hereinafter called the “**Successful Resolution Applicant**”) agreeing to undertake the obligations under the Request for Resolution Plan (hereinafter called “**RFRP**”) dated [●] and any other required documents, issued by RP (without any person liability) (on behalf of the Committee of Creditors) in respect of the Resolution Plan for Tiger Surgical Disposable Private Limited (hereinafter called the “**Company**”) the [*Insert name and address of the bank issuing the guarantee and address of the head office*] (hereinafter called the “**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to [] having its head office at [] (hereinafter referred to as “**the Bank**”) forthwith on demand in writing from any officer authorised by it in this behalf, any amount up to and not exceeding

INR on behalf of

..... [*Insert name of the Successful Resolution Applicant*]

(hereinafter called “**Performance Bank Guarantee**”) against any and all loss and/or damage caused to or suffered by or would be caused to or suffered by the Company by reasons of any breach by the said Resolution Applicant of any of the terms and conditions contained in the RFRP.

2. We, [*Insert name of bank*] do hereby undertake to pay the amounts due and payable under this Performance Bank Guarantee without any demur, merely on a demand from [] including from any officer authorised by it in this behalf. Any such demand made on the Guarantor Bank, shall be conclusive as regards the amount due and payable by the Guarantor Bank under this Performance Bank Guarantee. However, our liability under this Bank Guarantee shall be restricted to an amount not exceeding INR
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Successful Resolution Applicant in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
4. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by,..... [*Insert name of the Successful Resolution Applicant*] and / or any other person. Neither 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.
5. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the Successful Resolution Applicant shall have no claim against us for making such payment.
6. We, the Guarantor Bank further agree that the guarantee herein contained shall remain in full force and effect for a period of 6 (six) months from the date hereof and that it shall continue to be enforceable till all the dues of the Successful Resolution Applicant in relation to the Resolution Plan and /or under or by virtue of the RFRP have been fully paid and its claim satisfied or discharged or till the [(Adjudicating Authority) certifies that the Resolution Plan has been effected and that the terms and conditions of the RFRP have been fully and properly carried out by the said Successful Resolution Applicant. The [] shall be entitled to invoke this Performance Bank

Guarantee up to 30 (thirty) days from the last date of the validity of this Performance Bank Guarantee by issuance of a written demand to invoke this Performance Bank Guarantee.

7. We, the Guarantor Bank, further agree that the Bank and/or the CoC shall have the fullest liberty without our consent to vary any of the terms and conditions of the RFRP or to extend time of performance by the said Successful Resolution Applicant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bank against the said Successful Resolution Applicant and to forbear or enforce any of the terms and conditions relating to the RFRP. We shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Successful Resolution Applicant or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. This Performance Bank Guarantee shall be valid and binding on the Guarantor Bank and shall in no event be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability 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 the parties. This Performance 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.
9. This Performance Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction. The Guarantor Bank represents that this Performance Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
10. This Performance Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly the Bank shall not be obliged before enforcing this Performance Bank Guarantee to take any action in any court or arbitral proceedings against the Successful Resolution Applicant, to make any claim against or any demand on the Successful Resolution Applicant or to give any notice to the Successful Resolution Applicant or to exercise, levy or enforce any distress, diligence or other process against the Successful Resolution Applicant.
11. We, [●], lastly undertake not to revoke this Performance Bank Guarantee during its currency. NOTWITHSTANDING anything contained herein:

1. This Performance Bank Guarantee shall be valid till *[Insert the date of validity of the PBG as per the RFRP]*.; and

2. We are liable to pay the guaranteed amount or any part thereof under this Performance Bank Guarantee only and only if you serve upon us a written claim or demand on or before the..... .

3. This Performance Bank Guarantee shall be extended from time to time for such period, as may be desired by CoC members. We are liable to pay the guaranteed amount or any part thereof under this Performance Bank Guarantee only if RP serves upon us a written claim or demand.

All claims under this Performance Bank Guarantee shall be payable at Ahmedabad

This Performance Bank Guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

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 and Address.

Name:

2.

Designation with Bank Stamp Name

and Address

Attorney as per power of attorney No

For:

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

Address:

Dated this day of 20.....

Notes:

9. CERTIFICATE - CORPORATE STRUCTURE OF THE RESOLUTION APPLICANT, GROUP COMPANIES, AFFILIATES, PARENT COMPANY, AND THE ULTIMATE PARENT

[On the letter head of the Resolution Applicant]

To,
[●],

Dear Sir,

Sub: Corporate structure of the Applicant and the Group Companies, Affiliates, Parent Company and the Ultimate Parent Company of the Resolution Applicant

1. In relation to the request for resolution plan issued by the Resolution Professional dated [●], we, [insert name of the Applicant] hereby certify that:

i. The following entities are the Group Companies: *[insert name of Group Company]*

Name of Shareholder 1	No. of equity shares held by [●]	Percentage of equity shares held by [●]
<i>[insert name]</i>	<i>[insert number of shares]</i>	<i>[insert percentage]</i>
Total	[●]	[●]

ii. Affiliate

[insert name of Affiliate]

Name of Shareholder 2	No. of equity shares held by [●]	Percentage of equity shares held by [●]
<i>[insert name]</i>	<i>[insert number of shares]</i>	<i>[insert percentage]</i>
Total	[●]	[●]

iii. Parent Company

[insert name of Parent Company]

- 1 If the shareholder is a company, please also provide the shareholding of such company.
- 2 If the shareholder is a company, please also provide the shareholding of such company.
- 3 If the shareholder is a company, please also provide the shareholding of such company.

iv. Ultimate Parent *[insert name of Ultimate Parent]*

Name of Shareholder	No. of equity shares held by[●]	Percentage of equity shares held by[●]
4		
<i>[insert name]</i>	<i>[insert number of shares]</i>	<i>[insert percentage]</i>
Total	[●]	[●]

4 If the shareholder is a company, please also provide the shareholding of such company.

Thank you.

Yours sincerely,

.....

*[Signature and name of Attorney as per **Format – Power of Attorney]** Rubber stamp / seal of the Applicant*

10. FORMAT OF CHECKLIST FOR SUBMISSION OF RESOLUTION PLAN

(On the letter head of the Resolution Applicant)

S.N	Submission of Resolution Plan Requirements	Response (Y/N)
1.	Covering Letter for submission of Resolution Plan	
2.	Power of Attorney	
3.	Composition and Ownership Structure of the Resolution Applicant	
3a.	IB Code related Undertaking by Resolution Applicant	
4.	Bank Authorisation	
5.	Financial Proposal	
5a.	Resolution Plan	
6.	Undertaking by the Resolution Applicant	
7.	Board Resolutions	
8.	Performance Bank Guarantee	
9.	Checklist for submission of Resolution Plan	
10.	Certificate for Corporate structure of the Resolution Applicant, and Group Companies, affiliates, Parent company and the Ultimate Parent Company of the Resolution Applicant	

11. FORMAT FOR SEEKING CLARIFICATION

S. No.	Clause Number in the RFRP and relevant extract of the provision	Clarification required

THANK YOU

AREION RESOLUTION & TURNAROUND PVT. LTD.

INSOLVENCY PROFESSIONAL ENTITY

HITEN MUKUNDBHAI PARIKH

RESOLUTION PROFESSIONAL

CORPORATE DEBTOR "***Tiger Surgical Disposable Private Limited***"