



Registered Office Address

Regus Grandeur Offices Private Limited, PS Arcadia, 9th Floor,
4A Abanindra Nath Thakur Sarani, Kolkata 700016, West Bengal

CIN: U01132WB2009PTC131897

Website: www.doteplcirp.co.in

DARJEELING ORGANICTEA ESTATES PRIVATE LIMITED

(In Corporate Insolvency Resolution Process under the Insolvency and Bankruptcy Code 2016)

Before the Hon'ble National Company Law Tribunal, Kolkata Bench at Kolkata

Case Reference: CP (IB) No. 1382 /KB/ 2020

DETAILED INVITATION FOR EXPRESSION OF INTEREST (SECOND TIME)

FOR SUBMISSION OF RESOLUTION PLAN FOR

DARJEELING ORGANICTEA ESTATES PVT. LTD. (IN CIRP)

(In terms Regulation 36A of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016)

Dated: 25.02.24

Invited by:

CA Santanu Brahma

Resolution Professional of Darjeeling Organictea Estates Pvt. Ltd. (In CIRP)

IBBI Registration No. IBBI/IPA-001/IP-P01482/2018-2019/12251 (Valid till 04.10.2024)

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In terms of Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons), 2016 (“the CIRP Regulations”), the Resolution Professional (RP) hereby invites Expression of Interest (“EOI”) to submit a Resolution Plan(s), from the interested and eligible Prospective Resolution Applicants (“PRAs”) who fulfil the ‘Eligibility Criteria’ as set out in this Detailed Invitation of EOI Document.

1. Information about the Corporate Debtor

- 1.1. Darjeeling Organictea Estates Private Limited (“Company” / “Corporate Debtor” / “CD” / “DOTEPL”) is a company incorporated under the Companies Act, 1956 having corporate identification number U01132WB2009PTC131897 and has its registered office at Regus Grandeur Offices Private Limited, PS Arcadia, 9th Floor, 4A Abanindra Nath Thakur Sarani, Kolkata 700016, West Bengal. The company was incorporated on January 13, 2009.
- 1.2. The company is engaged in the business of tea plantation and manufacturing. As on the date of issue of this invitation, it is observed that the company has 13 (thirteen) tea estates and gardens out of which 12 (twelve) tea estates are located in and around Darjeeling, West Bengal and 1 (one) tea estate situated at Nazira revenue circle of Shivsagar District, Assam.
- 1.3. Details of place where majority fixed assets are located.
The CD is engaged in the business of tea plantation and manufacturing. The major asset of the CD comprises of 12 (thirteen) tea estates in and around Darjeeling, West Bengal and 1 (one) tea estate in Assam, details of which are tabulated hereunder. The below mentioned tea estates except for Cherideo Purbat TE are wrongfully / illegally occupied by third parties in respect of which the IRP / RP has initiated appropriate action under the provision of the IBC laws.

Assets of the Corporate Debtor comprising of Tea Estates including Factory facility with Plant & Machinery etc	Availability of Factory facility with Plant & Machinery etc.
1. Ambootia Tea Estate situated at Dist. Darjeeling, P.S. Kurseong, Gram Panchayat: Pandu, Mouza: Ambotiya Chiya Kaman, WB 734203.	Available
2. Moondakotee Tea Estate situated at Dist. Darjeeling, P.S. Jorebunglo, Gram Panchayat: Munda Kothi, Mouza: Moonda Kotee T.G, WB 734219.	Available
3. Nagri Tea Estate situated at Dist. Darjeeling, P.S. Sukiapokhri, Gram Panchayat: Pokhriabong-II, Mouza: Magarjung Chia Kaman, WB 734215.	Available

4. Happy Valley Tea Estate situated at Dist. Darjeeling, P.S. Darjeeling, Gram Panchayat: Darjeeling-II, Mouza: Happy Valley T.G, WB 734101.	Available
5. Chongtong Tea Estate situated at Dist. Darjeeling, P.S. Pulbazar, Gram Panchayat: Bijanbari-Pulbazar, Mouza: Changtang Chia Kaman, WB 734102.	Available
6. Mullootar Tea Estate situated at Dist. Darjeeling, P.O. Mahanandi, WB 734223.	X
7. Monteviot Tea Estate situated at Dist. Darjeeling, P.S. Kurseong, Gram Panchayat: Pandu, Mouza: Mantibhet Chiya Kaman, WB 734203.	X
8. Pandam Tea Estate situated at Mouza: Pandam, J L No.102, Dist. Darjeeling, WB.	Available
9. Rungmook-Cedar Tea Estate situated at Mouza: Rungmook, Dist. Darjeeling, WB.	Available
10. Rangaroon Tea Estate situated at Mouza: Rangaroon, J L No.16, Dist. Darjeeling, West Bengal.	Dilapidated Factory Building / Shed
11. Gitangay Tea Estate situated at Mouza: Shirakhola (Gitangay), Dist. Darjeeling, WB.	Available
12. Aloorbari Tea Estate situated at Ghumkasmahal, Mouza: Jorebunglow, PS-Jorebunglow, Dist. Darjeeling, West Bengal	X
13. Cherideo Purbat Tea Estate situated at Nazira Revenue Circle of Shivsagar District, Assam	Available

Note: Due to lack of cooperation from the Directors of Suspended Board of the CD, the RP relied on the available documents and publicly available information to collate and present the above. The RP have relied on the reasonableness of the source of such information.

1.4. Installed capacity of main products

Considering the tea plantation and manufacturing business of the CD, the main product is “Made Tea.” To the extent of the information that could be gathered by the IRP / RP, the following is represented –

Name of the Tea Estates	Capacity as per Withering Trough			Annual Capacity @ 220 Day/ Yr (Kg)	Monthly Capacity @ 12month/Yr (Kg)
	Trough Area (Sft)	Daily Loading Capacity, Green Leaf (Kg)	Daily Loading Capacity, Made Tea (Kg)		
Ambootia	4200	5250	1234	271425	22619

Moondakotee	6120	7650	1798	395505	32959
Nagri	8244	10305	2422	532769	44397
Happy Valley	2400	3000	705	155100	12925
Chongtong	6430	8038	1889	415539	34628
Mullootar	x	x	x	x	x
Monteviot	x	x	x	x	x
Pandam	3792	4740	1114	245058	20422
Rungmook-Cedar	4544	5680	1335	293656	24471
Rangaroon	x	x	x	x	x
Gitangay (Nurbong)	4160	5200	1222	268840	22403
Aloobari	x	x	x	x	x
Cherideo Purbat – Orthodox	10560	15840	3722	818928	68244
Cherideo Purbat – CTC		26400	6204	1364880	113740
TOTAL	50,450 sq. ft.	92,103 Kgs	21,645 Kgs	47,61,700 Kgs	3,96,808 Kgs

Note: Due to lack of cooperation from the Directors of Suspended Board of the CD, the RP relied on the Techo-Economic Viability (TEV) Report of DOTEPL dated 12.03.2021 to collate and present the above information. The RP have relied on the reasonableness of the source of such information and states that such information relates to March 2021 when the said TEV Report was issued.

1.5. Quantity and value of main products sold in last financial years.

	Darjeeling		Assam		Total	
	(Qty in MT)	(INR Lacs)	(Qty in MT)	(INR Lacs)	(Qty in MT)	(INR Lacs)
FY 2021-2022 (Unaudited)	840.04	51,06	485.69	19,25	1325.73	70,31

Note: Due to lack of cooperation from the Directors of Suspended Board of the CD, the RP relied on the available documents and information to collate and present the above. In absence of specific confirmation of such information from the Directors of Suspended Board, the RP have relied on the reasonableness of the source of such information.

1.6. Number of employees / workmen

- a) Presently, the tea estates of the CD are wrongfully / illegally occupied by third party occupant and hence there are no worker presently associated with the CD.
- b) During the period November 2022 to September 2023 (CIRP resumed on 21.09.2023) all the employees of the CD have been retrenched and hence presently there are no employees in the organization.

- c) The CIRP aims towards resolution of the tea estates which is a labour-intensive industry. Thus, resolution of CD without considering the workers / employees would be impractical. Furthermore, the workers of the tea estate shall resume / demand their employment status in the tea estates under management of the Successful Resolution Applicant. Hence to view a comprehensive overview, below mentioned in the workforce strength as per available information in the TEV Report of DOTEPL (in CIRP) dated 12.03.2021.

Name of the Tea Estates	Staff	Sub-Staff	Workers	Total
Ambootia	15	70	827	912
Moondakotee	15	92	842	949
Nagri	3	15	349	367
Happy Valley	7	40	284	331
Chongtong	16	77	980	1073
Mullootar	3	15	349	367
Monteviot	4	12	118	134
Pandam	16	39	214	269
Rungmook-Cedar	19	86	1456	1561
Rangaroon	21	21	179	221
Gitangay (Nurbong)	15	39	462	516
Aloobari	0	0	29	29
Cherideo Purbat	51	67	1178	1296
TOTAL	185	573	7,267	8,025

Note: Due to lack of cooperation from the Directors of Suspended Board of the CD, the RP relied on the Techo-Economic Viability (TEV) Report of DOTEPL dated 12.03.2021 to collate and present the above information. The RP have relied on the reasonableness of the source of such information and states that such information relates to March 2021 when the said TEV Report was issued.

2. Brief on major Legal Events during CIRP (till date)

- 2.1. On 28.10.2022, Hon'ble National Company Law Tribunal, Kolkata Bench ("NCLT" / "Adjudicating Authority") ordered for commencement of CIRP under the provision of Insolvency and Bankruptcy Code (IBC), 2016 pursuant to an application filed by UCO Bank wherein the undersigned has been appointed as the Interim Resolution Professional (IRP). Subsequently, CA Santanu Brahma was appointed as the Resolution Professional in the 1st meeting of the Committee of Creditors (CoC) held on 30.09.2023 through e-voting which concluded on 13.12.2023.
- 2.2. The CIRP admission order dtd. 28.10.2022 of Hon'ble NCLT, Kolkata was challenged before the Hon'ble National Company Law Appellate Tribunal ("NCLAT"), Principal

Bench, New Delhi by the Director of the Suspended Board of the CD. The Hon'ble NCLAT, New Delhi passed an order on 07.11.2022 whereby the impugned order dated 28.10.2022 (inter alia the CIRP) was stayed.

- 2.3. By an order dated 21.11.2022, the Hon'ble NCLAT clarified that the IRP was not to discharge his duties pursuant to the CIRP admission order dtd. 28.10.2022 and further permitted the Chief Executive Officer (CEO) / Officers of the CD to make necessary payments of wages, electricity etc. from the bank accounts of the CD in order to protect the interest of the workers and to ensure continuing operation of the CD.
- 2.4. Ultimately, the Hon'ble NCLAT by its judgment and order dated 21.07.2023 disposed the appeal, *inter-alia*, holding that the CIRP admission order dated 28.10.2022 was not to be interfered with. However, the Hon'ble NCLAT permitted a time of 60 days (i.e. from July 21, 2023 to September 20, 2023) for considering the settlement proposal given by the Corporate Debtor with further direction that if no settlement could be arrived, then the said admission order of CIRP was to be implemented in accordance with IBC law.
- 2.5. The Indian Bank (another financial creditor and also a party to the proceedings) appealed before the Hon'ble Supreme Court of India in respect of the order dtd. 21.07.2023 of Hon'ble NCLAT. The Hon'ble Supreme Court vide its order dtd. 01.09.2023 in the Civil Appeal No. 5177/2023 declined to pass a detailed order for reasons recorded in the said order.
- 2.6. As it transpires, no settlement was reached with UCO Bank (i.e the applicant of the company petition) during the specified 60-day period and thus, with effect from 21.09.2023 the CIRP resumed.
- 2.7. The claims received were verified and List of Creditors were filed with IBBI.
- 2.8. One of the financial creditors namely ODAT GmbH filed an application vide IA No. 1649/KB/2023 before the Hon'ble NCLT, Kolkata against the decision of the IRP of classifying the claimant (i.e. ODAT GmbH) as 'related party.' In context of the said matter, the Hon'ble NCLT, Kolkata via order dtd. 05.10.2023, directed the IRP to keep the e-voting lines open for the resolutions which were proposed in the 1st CoC held on 30.09.2023. With pronouncement of the order dtd. 11.12.2023 in the said IA No. 1649/KB/2023, the e-voting of the 1st CoC concluded on 13.12.2023. As per the order dtd. 11.12.2023 of Hon'ble NCLT, Kolkata ODAT GmbH has been considered as 'related party' under the provision of section 5(24)(h) and 5(24)(m) of the IBC, 2016.
- 2.9. The order dtd. 11.12.2023 of Hon'ble NCLT, Kolkata has been challenged by ODAT GmbH by filing an appeal bearing reference CA(AT) Ins No. 1689/2023 in respect of which Hon'ble NCLAT, New Delhi Principal Bench vide order dated 13.02.2024 directed the RP to include ODAT GmbH to CoC with voting rights.
- 2.10. The various orders pronounced (including that referred to above) can be tracked from -

Reference of the Hon'ble Court	Website for retrieving the Orders	Case Reference
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Hon'ble NCLT, Kolkata	https://efiling.nclt.gov.in/casehistorybforeloginmenutrue.drt	CP (IB) No. 1382 of 2020
Hon'ble NCLAT, Principal Bench, New Delhi	https://nclat.nic.in/display-board/cases	CA(AT)(INS) No. 1689 of 2023
		CA(AT)(INS) No. 1323 of 2022
Hon'ble Supreme Court	https://main.sci.gov.in/case-status	Civil Appeal No. 5177 of 2023

- 2.11. Upon an application filed by the RP, a period of 384 days has been excluded from the CIRP period which commenced on 28.10.2022 by order dtd. 03.01.2024 of Hon'ble NCLT, Kolkata.
- 2.12. The tea estates of the Corporate Debtor situated at Darjeeling, West Bengal are under third party possession in respect of which the Resolution Professional has filed an application bearing IA No. 2013/KB/2023 before Hon'ble NCLT, Kolkata which is yet to attain finality.
- 2.13. In terms of the provisions of the IBC Laws including the regulations referred therein and more specifically the provision of Section 25(2)(h) of the IBC, 2016 and Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons), 2016 ("the CIRP Regulations"), the Resolution Professional hereby invites Expression of Interest ("EOI") to submit a Resolution Plan(s) for the Corporate Debtor, from the interested and eligible Prospective Resolution Applicants ("PRAs") who fulfil the eligibility criteria as set out in this document.
- 2.14. The Form-G was published on 20.01.2024 by way of advertisement in newspapers namely Financial Express (English); The Echo of India (English); The Assam Rising (English); Aajkaal (Bengali) and Dainandin Barta (Assamese). Accordingly, a detailed Invitation of EOI was issued on 20.01.2024 by way of publication at the web portal www.doteplcirp.co.in.
- 2.15. With the approval of CoC in the 4th CoC meeting held on 16.02.2024, Form G was published for the 2nd (Second Time) on 25.02.2024 by way of advertisement in newspapers namely Financial Express (English); The Echo of India (English); The Assam Rising (English); Aajkaal (Bengali) and Dainandin Barta (Assamese).
- 2.16. The Form-G (2nd Time) and the detailed invitation for expression of interest (i.e. the instant document) as published and advertised by the Resolution Professional has been discussed, deliberated, and thereafter approved in the 4th meeting of CoC held on 16.02.2024.
- 2.17. This detailed invitation for EOI sets out the detailed process for submission of EOI along with its terms and conditions, which are mandatorily required to be followed by persons interested in submitting EOIs.

- 2.18. For information / clarification of the Prospective Resolution Applicants (PRAs) whose names are included in the provisional list issued by the RP on 14.02.24, the following is stated -
- a) The CoC decided the terms of the issue of Form G for the second time shall be similar to the terms of Form G already issued on 20.01.2024.
 - b) The PRAs whose names appear in the provisional list issued by RP on 14.02.24 are not required to re-submit the EOI until and unless they wish to re-submit a fresh EOI after explicitly (in writing) requesting the RP to cancel the previously submitted EOI.
 - c) The EMD amount, both initial and subsequent, be deposited only by electronic transfer and/or bank draft in accordance with the terms of the Detailed invitation of the EOI document.
 - d) The unexpired date as mentioned in Form G dtd. 20.01.2024 and the Detailed invitation of EOI document dtd. 20.01.2024 shall not apply, any further. *(For clarification: (a) The new timeline as stated in this document shall apply mutatis mutandis; and (b) The final list of PRA which was scheduled to be issued on 23.02.24 in terms of the 1st Form G publication dtd. 20.01.2024 is kept in abeyance and be issued on the scheduled date as per this document, along with the PRAs of second time Form G issued on 25.02.2024).*
 - e) The PRAs whose names appear in the 'List of Provisional PRAs' issued by the RP on 14.02.24 shall also be included in the provisional list to be issued pursuant to the re-published Form G (Second Time) and thereafter the provision of the IBC Laws shall apply mutatis-mutandis.

3. Options for submitting Resolution Plan

- 3.1. Continuing operation of CD as 'going concern,' 'value maximization' and 'timely resolution' are the primary objectives of the IBC Laws which has been highlighted in several judicial pronouncements including the Hon'ble Apex Court of the country. The RP / CoC acknowledges the paramount importance of such objectives under the IBC regime and hence find it appropriate to invite 'Multiple Resolution Plan' for identified cluster of CD's assets, as an additional option to the invitation of EOI for submitting consolidated Resolution Plan of the Corporate Debtor as a whole.
- 3.2. To invite EOI for submission of Multiple Resolution Plan, it is important for the prospective resolution applicants, from the public at large, to be aware of the available options for submitting resolution plan vis-a-viz the eligibility criteria associated with each of such option.
- 3.3. Thus, all Prospective Resolution Applicants are hereby informed about the available options of submitting the resolution plan in respect of which the instant Detailed Invitation of EOI is made:

OPTION – I	Submission of EOI for submission of Resolution Plan of the Corporate Debtor as a “whole” and in a “consolidated” manner (i.e. including all assets that are in possession of the Resolution Professional), <i>Excluding</i> any ‘Non-Core’ Assets.
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OR

OPTION – II	Submission of EOI for “one or more Clusters” of the Corporate Debtor as defined hereunder:	
	Cluster – 1	Ambootia Tea Estate situated at Dist. Darjeeling, P.S. Kurseong, Gram Panchayat: Pandu, Mouza: Ambotiya Chiya Kaman, WB 734203 along with Factory Building, Plant & Machineries, Electric Installations, and other tangible assets installed / fabricated / physically found in the said tea estate, <i>Excluding</i> any Non-Core Assets.
	Cluster – 2	Moondakotee Tea Estate situated at Dist. Darjeeling, P.S. Jorebunglo, Gram Panchayat: Munda Kothi, Mouza: Moonda Kotee T.G, WB 734219 along with Factory Building, Plant & Machineries, Electric Installations, and other tangible assets installed / fabricated / physically found in the said tea estate, <i>Excluding</i> any Non-Core Assets.
	Cluster – 3	Nagri Tea Estate situated at Dist. Darjeeling, P.S. Sukiapokhri, Gram Panchayat: Pokhriabong-II, Mouza: Magarjung Chia Kaman, WB 734215 along with Factory Building, Plant & Machineries, Electric Installations, and other tangible assets installed / fabricated / physically found in the said tea estate, <i>Excluding</i> any Non-Core Assets.
	Cluster – 4	Chongtong Tea Estate situated at Dist. Darjeeling, P.S. Pulbazar, Gram Panchayat: Bijanbari-Pulbazar, Mouza: Changtang Chia Kaman, WB 734102 along with Factory Building, Plant & Machineries, Electric Installations, and other tangible assets installed / fabricated / physically found in the said tea estate,

	<i>Excluding</i> any Non-Core Assets.
Cluster – 5	Mullootar Tea Estate situated at Dist. Darjeeling, P.O. Mahanandi, WB 734223 along with tangible assets specifically installed / fabricated / physically found in the said tea estate, <i>Excluding</i> any Non-Core Assets.
Cluster – 6	Monteviot Tea Estate situated at Dist. Darjeeling, P.S. Kurseong, Gram Panchayat: Pandu, Mouza: Mantibhet Chiya Kaman, WB 734203 along with tangible assets specifically installed / fabricated / physically found in the said tea estate, <i>Excluding</i> any Non-Core Assets.
Cluster – 7	Pandam Tea Estate situated at Mouza: Pandam, J L No.102, Dist. Darjeeling, WB along with Factory Building, Plant & Machineries, Electric Installations, and other tangible assets installed / fabricated / physically found in the said tea estate, <i>Excluding</i> any Non-Core Assets.
Cluster – 8	Rungmook-Cedar Tea Estate situated at Mouza: Rungmook, Dist. Darjeeling, WB along with Factory Building, Plant & Machineries, Electric Installations, and other tangible assets installed / fabricated / physically found in the said tea estate, <i>Excluding</i> any Non-Core Assets.
Cluster – 9	Rangaroon Tea Estate situated at Mouza: Rangaroon, J L No.16, Dist. Darjeeling, West Bengal along with Factory Building, Plant & Machineries, Electric Installations, and other tangible assets installed / fabricated / physically found in the said tea estate, <i>Excluding</i> any Non-Core Assets.
Cluster – 10	Gitangay Tea Estate situated at Mouza: Shirakhola (Gitangay), Dist. Darjeeling, WB along with Factory Building, Plant & Machineries, Electric Installations, and other tangible assets installed / fabricated / physically found in the said tea estate, <i>Excluding</i> any Non-Core Assets.

Cluster – 11	Aloobari Tea Estate situated at Ghumkhasmahal, Mouza: Jorebunglow, PS-Jorebunglow, Dist. Darjeeling, West Bengal along with tangible assets installed / fabricated / physically found in the said tea estate, Excluding any Non-Core Assets.
Cluster – 12	Cherideo Purbat Tea Estate situated at Nazira Revenue Circle of Shivsagar District, Assam along with Factory Building, Plant & Machineries, Electric Installations, and other tangible assets installed / fabricated / physically found in the said tea estate, Excluding any Non-Core Assets.
Cluster – 13	The Corporate Debtor as a “going concern” comprising of the following – a) Happy Valley Tea Estate situated at Dist. Darjeeling, P.S. Darjeeling, Gram Panchayat: Darjeeling-II, Mouza: Happy Valley T.G, WB 734101 along with Factory Building, Plant & Machineries, Electric Installations, and other tangible assets installed / fabricated / physically found in the said tea estate, but excluding any non-core assets, AND b) All residual assets of the CD other than that included / defined in, as Cluster 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12.

3.4. ‘Non-Core Assets’

- a) ‘Non-Core Assets’ shall include any such assets which are not directly related to the manufacturing process of the tea estates and shall specifically include (a) Cash and Bank Balance at the end of the CIRP period; (b) ‘Motor Vehicles’ which are not categorised as “Goods Carrier” as per records (<https://vahan.parivahan.gov.in>) of Ministry of Road Transport and Highways, Government of India; and (c) any other assets which is specified in the Request for Resolution Plan (RFRP) document.
- b) The RP and the CoC reserve their rights to dispose of the ‘Non-Core Assets’ in the best possible manner abiding by the provision of the law.

3.5. A Prospective Resolution Applicant can only avail 1 (one) option i.e. either Option I or Option II. The PRA is not permitted to participate in both the options.

- 3.6. Under Option II, in the event where no EoI gets submitted or no Resolution plan is proposed for any of the clusters numbered hereinabove as 1 to 12, then such cluster/s shall automatically get combined with Cluster 13, without any prior consent of the concern PRA/s opting for submitting resolution plan of Cluster 13. Any such modification / combination of Cluster/s shall not be considered as a fresh issuance or amendment of this EOI document for the purpose of the CIRP Regulations.
- 3.7. Under Option-II, the RP and the CoC reserve their rights to appropriately deal with any Cluster/s, including but not limited to modification/combination of Clusters, as it may deem fit, to achieve the objective of ‘value maximization’ and ‘timely resolution as Going Concern’ of the Corporate Debtor, irrespective of the fact as to whether any other EOI / resolution plan has been submitted for such Cluster or not. Any such modification / combination of Cluster/s shall not be considered as a fresh issuance or amendment of this EOI document for the purpose of the CIRP Regulations.
- 3.8. Under Option II, PRA/s cannot submit their EOI / Resolution Plan for selective assets within a particular Cluster(s) or a combination of selective assets across different Clusters.
- 3.9. Non-receipt of EOI and/or Resolution Plan under any of the options shall not invalidate the EOI/s or Resolution Plan/s received under the other option.
- 3.10. The RP and the CoC reserve their rights to cancel/withdraw the process of this instant EOI and to issue fresh invitation for EOIs or make revision in this invitation of EOI document, without any prior intimation to the PRA/s.
- 3.11. Post receipt of the EOI, the RP and the CoC reserve the right to devise such measures as may be necessary or required for the resolution of the Corporate Debtor as a going concern.
- 3.12. The RP and the CoC reserve their rights to accord greater weightage to EOIs under Option I (i.e. Invitation for Resolution Plan for Corporate Debtor as a whole), at their sole discretion.
- 3.13. The RP and the CoC reserve their rights to take final decision on matter/s arising out of and/or included hereinabove, which shall be binding on the PRA/s.

4 Eligibility Criteria of PRA

In terms of the provision of Section 25(2)(h) of IBC, 2016, the Resolution Professional has obtained the necessary approval of the Committee of Creditors (CoC) on the ‘Eligibility Criteria’ of the Prospective Resolution Applicant (PRA) in the 3rd CoC meeting held on 10.01.2024. The ‘Eligibility Criteria’ of the Prospective Resolution Applicant (PRA) and other terms of EOI, as approved by CoC are as follows –

4.1. Net Worth Criteria:

<i>Category &</i>	Category 1	Category 2
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<p><i>Details of PRAs</i></p> <p><i>Options for Submission of Resolution Plan</i></p>	<p>Private / Public Limited Company, Government Enterprise, Public Sector Undertaking, Individual, LLP, Partnership Firm, Body Corporate (whether incorporated in India or outside India), SPV, Consortium or Joint Ventures</p>	<p>Financial Institutions (FIs) / Mutual Funds / Financial Institutional Investors (FIIs) / Private Equity Funds / Venture Capital Funds, Domestic / Foreign Investment Institutions, Non-Banking Financial Companies (NBFCs), Alternative Investment Funds, Asset Reconstruction Companies (ARCs), Banks and similar entities</p>
OPTION – I	INR 1,500 Lacs	INR 7,500 Lacs
OPTION – II / Cluster 1	INR 200 Lacs	INR 1,000 Lacs
OPTION – II / Cluster 2	INR 200 Lacs	INR 1,000 Lacs
OPTION – II / Cluster 3	INR 200 Lacs	INR 1,000 Lacs
OPTION – II / Cluster 4	INR 200 Lacs	INR 1,000 Lacs
OPTION – II / Cluster 5	INR 200 Lacs	INR 1,000 Lacs
OPTION – II / Cluster 6	INR 200 Lacs	INR 1,000 Lacs
OPTION – II / Cluster 7	INR 200 Lacs	INR 1,000 Lacs
OPTION – II / Cluster 8	INR 200 Lacs	INR 1,000 Lacs
OPTION – II / Cluster 9	INR 200 Lacs	INR 1,000 Lacs
OPTION – II / Cluster 10	INR 200 Lacs	INR 1,000 Lacs
OPTION – II / Cluster 11	INR 200 Lacs	INR 10,00 Lacs
OPTION – II / Cluster 12	INR 200 Lacs	INR 1,000 Lacs
OPTION – II / Cluster 13	INR 200 Lacs	INR 1,000 Lacs
<p>Determination of Net worth of PRA</p>	<ul style="list-style-type: none"> • Corporate Entities: Net Worth as per the last audited financial statement, but not earlier than March 31, 2022, at individual or group level, to be considered. • Non-Corporate Entities (Partnership firm / LLP / Individuals), Net Worth as per the last financial statement (certified by 	<ul style="list-style-type: none"> • Asset under Management (AUM) as per the financial year but not earlier than March 31, 2022, at individual or group level, to be considered. • Committed funds available for investment / deployment in Indian Companies or Indian Assets as per last financial year but

	<p>Chartered Accountants), but not earlier than March 31, 2022, at individual or group level, to be considered.</p> <ul style="list-style-type: none"> • Group may comprise of entities where each such entity is either controlling or controlled by or under common control with the Prospective Resolution Applicant (PRA). • In case the EOI is submitted by a consortium or a joint venture or a SPV, the eligibility criteria to be satisfied by leader either individually or collectively with other members. 	<p>not earlier than March 31, 2022, at individual or group level, to be considered.</p> <ul style="list-style-type: none"> • Any ARC / Bank registered with Reserve Bank of India shall be eligible. • In case the EOI is submitted by a consortium or a joint venture or a SPV, the eligibility criteria to be satisfied by leader either individually or collectively with other members.
Rule of Aggregation	<ul style="list-style-type: none"> • In the event, where EOI for submission of Resolution Plan is submitted for more than one Clusters under Option II, then cumulative / aggregate Net Worth of such numbers of Clusters to be considered for determining eligibility under Net Worth Criteria. • The RP and the CoC reserve the rights of granting relaxation to 'rule of aggregation' at its discretion. 	<ul style="list-style-type: none"> • In the event, where EOI for submission of Resolution Plan is submitted for more than one Clusters under Option II, then cumulative / aggregate Net Worth of such numbers of Clusters to be considered for determining eligibility under Net Worth Criteria. • The RP and the CoC reserve the rights of granting relaxation to 'rule of aggregation' at its discretion.

4.2. Earnest Money Deposit (EMD) Criteria:

<i>Options for Submission of Resolution Plan</i> (Col. No. 1)	Same for both Categories of PRA (i.e. Category 1 & 2)		
	EMD payable on submission of EOI (Col. No. 2)	EMD (balance) payable on submission of Resolution Plan (Col. No. 3)	Total EMD Amount (Col. No. 4)
OPTION – I	INR 25 Lacs	INR 225 Lacs	INR 250 Lacs
OPTION – II / Cluster 1	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs

OPTION – II / Cluster 2	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs
OPTION – II / Cluster 3	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs
OPTION – II / Cluster 4	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs
OPTION – II / Cluster 5	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs
OPTION – II / Cluster 6	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs
OPTION – II / Cluster 7	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs
OPTION – II / Cluster 8	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs
OPTION – II / Cluster 9	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs
OPTION – II / Cluster 10	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs
OPTION – II / Cluster 11	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs
OPTION – II / Cluster 12	INR 10 Lacs	INR 40 Lacs	INR 50 Lacs
OPTION – II / Cluster 13	INR 15 Lacs	INR 60 Lacs	INR 75 Lacs
Nature of Deposit	<ul style="list-style-type: none"> • Non-Interest-bearing Refundable Deposit 		
Other Conditions	<ul style="list-style-type: none"> • In event, where the resolution plan of the Resolution Applicant is approved by COC, the EMD provided by the said “Successful Resolution Applicant” shall be adjusted towards payment due as per the approved Resolution Plan. 		
Rule of Aggregation	<ul style="list-style-type: none"> • In the event, where EOI for submission of Resolution Plan is submitted for more than one Clusters under Option II, then cumulative / aggregate EMD of such numbers of Clusters to be paid / deposited. • The RP and the CoC reserve the rights of granting relaxation to ‘rule of aggregation’ at its discretion. 		

4.3. There shall be no Process Participation Fees.

5 Disqualification Criteria

5.1. Without prejudice, a PRA may be disqualified and its EOI or Resolution Plan may be excluded from further consideration for non-compliance with the terms hereof or for any of the reasons listed below. Where the prospective resolution applicant is a consortium, none of the members should be subject to disqualification under the terms of this document.

5.2. The disqualification criteria shall include:

- (a) Ineligibility in terms of Section 29A of the Code. The ineligibility norms under Section 29A of IBC, 2016 are stated in this document for reference of the PRAs.
- (b) Restrictions imposed by the statutory / regulatory authorities whereby the PRA are not permitted to participate in the resolution process and/or where the outcome of the

- resolution process is likely to contravene the statue of the land and/or directives / guidelines etc of any statutory / regulatory authorities.
- (c) Material misrepresentation in the EOI or the proposal or failure to provide the information required to be provided in accordance with the terms of the detailed invitation or request for resolution plans.
 - (d) Non-payment and/or inappropriate payment of EMD amount at the time of submission of EOI and/or Resolution Plan.
 - (e) Incomplete or no submission of the information by the applicants as may be required under this document and/or as may be asked for by the RP at any subsequent time.
 - (e) Any instance involving the prospective resolution applicant, in the sole opinion of the CoC, is causing hinderance in the peaceful conduct of the CIRP proceedings.
 - (f) Any information regarding the prospective resolution applicant which becomes known to the RP or the CoC which, in the sole opinion of the CoC, is detrimental to the proposed transaction and / or to the interests of the Corporate Debtor and its stakeholders.

6 Payment / Refund of Earnest Money Deposit (EMD)

- 6.1. Each Prospective Resolution Applicant is required to provide a non-interest bearing refundable EMD amount in two phases –
 - a) EMD payable on submission of EOI to be determined as per Col. No. 2 of paragraph 4.2, above.
 - b) Balance EMD amount payable on submission of Resolution Plan to be determined as per Col. No. 3 of paragraph 4.2, above.
- 6.2. The EMD amount shall be paid by way of Demand Draft in the name of –
“Darjeeling Organic Tea Estates Pvt. Ltd. – In CIRP” payable at Kolkata

OR

By way of electronic transfer to the following account:

Bank Name : **UCO Bank**

Account Name : **Darjeeling Organic Tea Estates Pvt. Ltd. – In CIRP**

Branch Address : **Flagship Corporate Branch, India Exchange Place Branch, Kolkata**

Account No. : **00020210005026**

IFSC : **UCBA0000002**

- 6.3. For PRAs who are not included in the final list issued by the RP, the part EMD amount received along with the submission of EOI, shall be refunded within 4 (four) weeks from the date of issuance of the final list of PRAs subject to receipt of the email request for such refund.

- 6.4. For PRAs who are included in the final list issued by the RP, and who have not submitted a plan within the last date of submission of Resolution Plan, the EMD shall be refunded within 4 (four) weeks from such last date of submission of resolution plan subject to receipt of the email request for such refund.
- 6.5. For a PRA whose plan has been rejected by the CoC, the EMD shall be refunded within 4 (four) weeks from the date of the meeting of CoC rejecting the plan subject to receipt of the email request for such refund.
- 6.6. A PRA who has made a claim for refund of the deposit shall automatically forfeit any right to continue to be a part of the resolution process in any manner whatsoever, unless permitted by the RP/CoC subject to applicable provisions of the IBC 2016.
- 6.7. *Forfeiture Clause:* In addition to the 'forfeiture clause' to be mentioned in the RFRP (Request for Resolution Plan) document, the applicant shall forego its right to get refund of the EMD amount as provided during submission EOI, (i.e. EMD shall be forfeited) in circumstances where the applicant has made wilful misstatement of facts with the intent of jeopardising the resolution process.

7 **Transaction Procedure**

The outline of the transaction procedure to be followed for submission and subsequent approval resolution plan of the Corporate Debtor is as follows:

Phase I

- a) Publication of public notice (in Form G, Second Time) containing brief particulars of the Invitation for Expression of Interest (EOI) by Resolution Professional (RP). The same is also filed with IBBI for display in its web portal and is also hosted at www.doteplcirp.co.in.
- b) The PRAs may refer to www.doteplcirp.co.in for the Form G (Second Time) along with the 'Detailed Invitation of EOI' (i.e. this document) and may alternatively email to RP at dotepl.irp@gmail.com seeking format for submission of EOI based on public notice i.e. Detailed Invitation for EOI.
- c) The PRA should go through the Detailed EOI and be aware of the option of 'multiple resolution'.
- d) Submission of EOI by Prospective Resolution Applicants (PRAs) fulfilling all the requirements as listed in the 'Detailed Invitation for EOI' (i.e. this document) within the stipulated timeline. Please refer to the section with the heading "Submission of Expression of Interest (EOI)" for more details in this regard.
- e) Screening and short listing of Prospective RAs by the Resolution Professional and thereafter issue the provisional list of eligible Prospective Resolution Applicants.

Phase II

- f) Issue of final list of Prospective Resolution Applicant after considering the objection, if any, raised by the applicants. The objections to be submitted along with supporting and documentary proof;
- g) RP after satisfying with the EOI submission by the applicants shall issue the Information Memorandum (IM), Evaluation Matrix (EM) and Request for Resolution Plan (RFRP)' to the prospective Resolution Applicants in the Final List and where such documents are available, the same may also be provided to every prospective resolution applicant in the provisional list in terms of proviso to Reg. 36B(1) of CIRP Regulations, 2016;
- h) RP shall provide information (to the extent available) to the applicants for necessary due diligence on the Corporate Debtor;
- i) Submission of Resolution Plan by Resolution Applicant along with Earnest Money Deposit and in compliance of all the terms mentioned in RFRP within the timelines.

Phase III

- j) The RP to access compliance of all the resolution plans received under various options in terms of the provision of IBC, this detailed invitation of EOI and RFRP document. All the resolution plans shall be put forward to CoC for their consideration.
- k) The CoC shall discuss and negotiate the respective resolution plans with the Resolution Applicants to achieve the objective of 'value maximum' of the assets of the CD. The RP / CoC may adopt appropriate challenge mechanism to achieve this purpose.
- l) To honour the time-bound nature of the Corporate Insolvency Resolution Process, the above steps (as mentioned in clause j & k, above) may be carried out simultaneously, in compliance with the provision of the IBC, 2016.
- m) Post discussion and negotiation, all resolution plans received shall be place before the CoC for voting.
- n) The resolution plan approved by CoC shall be filed before Hon'ble NCLT, Kolkata for their consideration and needful order.

8 Submission of Expression of Interest (EOI)

- 8.1. All the applicants **should meet** the 'Eligibility Criteria' as set out in this detailed invitation for EOI.
- 8.2. Applicants should **not** be ineligible in terms of the provision of Section 29A of IBC, 2016.
- 8.3. Applicants should make themselves aware of the information about the Corporate Debtor as stated in this document before submitting the EOI.

- 8.4. Applicants are **not** required to pay fees or non-refundable deposit during EOI submission.
- 8.5. Applicants shall make submission of the Expression of Interest (“EOI”) for submitting the resolution plan of Darjeeling Organicta Estates Pvt. Ltd. (In CIRP), in the prescribed format as per the **Annexure A**.
- 8.6. Applicants should submit the EOI along with the supporting documents set out in **Annexure B**.
- 8.7. Applicants are required to submit the undertakings / documents / agreements as set out in **Annexure C** (Section 29A); **Annexure D** (Undertaking) and **Annexure E** (Confidentiality Agreement).
- 8.8. **Procedure of submitting EOI:**

a) **Physical submission:**

The physical copy of the EOI along with all documents stated herein above shall be physically submitted in **sealed envelope** through courier / speed post / registered post or by hand delivery at the below address –

*CA Santanu Brahma
Resolution Professional of Darjeeling Organicta Estates Pvt. Ltd. (in CIRP)
AH 276, Salt Lake, Sector-II, Kolkata – 700091, West Bengal*

The sealed envelope **must** be marked as “*Confidential / Urgent – Submission of EOI of DOTEPL (in CIRP)*” and should also contain the applicant’s name, address, and contact information (i.e. mobile no. and email address).

The sealed envelope **must** reach the mentioned office of RP **on or before the end of the business hour (i.e. 06:30 PM) of the last date of submission of EOI**. RP is not responsible for any delay in delivery of the courier, if applicable. No EOI documents will be received after the business hour (i.e. 06:30 PM) of the last date of submission.

b) **Online submission:**

The scan of the **whole** EOI document i.e. scan of sealed & signed copy of EOI along with all supporting documents and annexures, **must** be emailed to –

dotempl.irp@gmail.com

The subject of the email **must** be written as – “*Submission of EOI, in terms of Form G (Second Time) published on 25.02.2024, by <Name of the Applicant>*”. The email should contain the applicant’s name, address, and contact information (i.e. mobile no. and email address).

The email **must** reach the mailbox of RP (i.e. **dotempl.irp@gmail.com**) **on or before the end of business hour (i.e. 06:30 PM) of the last date of submission of EOI**.

8.9. **Last Date of Submission of EOI**

The last date for submission of EOI is **11.03.2024** as per Form G published on 25.02.2024. In case EOI is not submitted by the specified time period, then the participants can only be allowed if the time period is extended by the RP in consonance with COC.

- **Physical submission of EOI to be done before 06:30 PM of 11.03.2024**
- **Online submission of EOI through email to be done before 06:30 PM of 11.03.2024**

Important points of attention:

- Each page of the EOI (including the annexures etc) shall be properly signed and stamped and the same should be (legible) scanned for online submission to RP through email.
- Any EOI submitted after the last date shall be rejected.
- EOIs not fulfilling the conditions, as set forth in this document, are liable to be disqualified without any further communication.
- The RP/COC reserves the right to cancel or modify the process and or reject/ disqualify any Resolution Applicant/ EOI/ bid at any stage without assigning any reason.
- All PRA who are desirous of submitting a resolution plan in respect of the Corporate Debtor must read, understand and comply with all the requirements under IBC, CIRP Regulations and any other applicable regulations under IBC that are in force now or which may come into force subsequently, for resolution plan and all matters under, in pursuant to, in furtherance of or in relation to, this invitation.
- The consideration, evaluation and approval of the resolution plan submitted by RP to the committee of creditors are within the powers of the Committee of Creditors under the provisions of the IBC and CIRP Regulations. The CoC may specify evaluation criteria separately for evaluation of the resolution plans for different clusters of assets. The detailed process and timeline for submission of resolution plans shall be separately communicated to the PRA who meet the eligibility criteria and other conditions.
- Applicants should regularly visit the website (**www.doteplcirp.co.in**) to keep themselves updated regarding the ongoing CIRP of DOTEPL.

9 **Timeline of various Processes / Events**

- 9.1. The Corporate Insolvency Resolution Process is a time-bound process and therefore the importance of observance of time schedules assumes great importance. The following are

the time schedules fixed and shall be adhered by all concerned and are in line with the Form G (Second Time) published on 25.02.2024.

Sl. No.	Particulars	Date
1	Date of publication of Form G (Second Time)	25.02.2024
2	Last date for receipt of Expression of Interest (EOI)	11.03.2024
3	Date of issue of provisional list of prospective resolution applicants in respect of Form G (Second Time)	16.03.2024
4	Last date for submission of objections to provisional list along with supporting documents	21.03.2024
5	Date of issue of final list of prospective resolution applicants	26.03.2024
6	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	28.03.2024
7	Last date for submission of resolution plans: Option 1: Consolidated Resolution Plan (i.e. CD as a Whole) Option 2 - Cluster 1 to 12: Resolution Plan for one or more cluster/s marked as 1 to 12 Option 2 - Cluster 13: Resolution Plan for Cluster 13	11.05.2024 27.04.2024 11.05.2024

- 9.2. The timelines stated above may be modified / extended / altered / abandoned by the Resolution Professional, in consultation with the CoC, without incurring any liability and the same shall not be regarded as any modification in the invitation for expression of interest for the purpose of Reg. 36A(4A) of CIRP Regulations, 2016.

10 Ineligibility norms under section 29A of IBC, 2016

For compliance of clause (a) of Reg. 36A of the CIRP Regulations, 2016 the ineligibility norms under the provision of Section 29A of IBC, 2016 as it may apply to the prospective Resolution Applicants is stated hereunder.

Section 29A of IBC, 2016: Persons not eligible to be resolution applicant.

A person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person—

- is an undischarged insolvent;
- is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
- 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 (10 of 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:

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to nonperforming asset accounts before submission of resolution plan:

Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

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

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

(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:

Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment:

Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of Explanation I;

(e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):

Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;

(f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

(g) has been a promoter or in the management 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:

Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

- (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 clauses (a) to (h), under any law in a jurisdiction outside India; or
- (j) has a connected person not eligible under clauses (a) to (i).

Explanation I — For the purposes of this clause, the expression "connected person" means —

- (i) any person who is the promoter or in the management or control of the resolution applicant; or
- (ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or
- (iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii):

Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:

Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares [or completion of such transactions as may be prescribed], prior to the insolvency commencement date;

Explanation II — For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely: —

- (a) a scheduled bank;
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);
- (d) an asset reconstruction company registered with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
- (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;
- (f) such categories of persons as may be notified by the Central Government.

The annexure enclosed herewith forms an integral part of the Detailed Invitation of Expression of Interest.

Sd/-

CA Santanu Brahma

Resolution Professional of Darjeeling Organicea Estates Pvt. Ltd. (In CIRP)

IBBI Regn. No.: IBBI/IPA-001/IP-P-01482/2018-2019/12251 (AFA valid till 04.10.2024)

AH 276, Salt Lake, Sector-II, Kolkata – 700091

IBBI Regd. Email ID: ip.santanubrahma@gmail.com

Process Email ID: dotepl.irp@gmail.com

(Process Email ID to be used for ALL communication relating to the CIRP)

11 Annexure A - Format for submitting EOI

[In stamp paper of INR 100 and duly notarized]

EXPRESSION OF INTEREST FOR RESOLUTION PLAN OF DARJEELING ORGANICTEA ESTATES PVT. LTD. (IN CIRP)

Date:

To,

Mr. Santanu Brahma

Resolution Professional (“RP”)

In the matter of Darjeeling Organictea Estates Pvt. Ltd. (In CIRP)

E-mail: dotempl.irp@gmail.com

**Subject: Expression of Interest (“EOI”) for submitting of Resolution Plan for
DARJEELING ORGANICTEA ESTATE PVT. LTD. undergoing the Corporate
Insolvency Resolution Process (“CIRP”)**

Dear Sir,

In response to the public advertisement dated **25.02.2024**, inviting EOIs for submission of resolution plans (“Resolution Plan”) as per the provision of Insolvency and Bankruptcy Code, 2016 (“Code”), it is hereby confirmed that I/We have understood the requirements and the terms and conditions for filing this EOI and hereby make our EOI for submission a Resolution Plan of _____ **(in CIRP)** (hereinafter referred as “CD” or “DOTEPL”).

In addition to providing details as specifically required under the Detailed Invitation of EOI document, following is the brief profile of the Prospective Resolution Applicant (PRA) who is submitting this Expression of Interest (EOI) –

1	Name of the PRA	
2	Constitution of the PRA	
3	PAN or equivalent details of PRA	
4	Date of Incorporation of PRA	
5	Present business engagement of PRA	
6	Address of the PRA	
7	Net Worth of the PRA	INR _____ Lacs as on _____. Refer document named _____, as enclosed herewith.
8	<u>Authorised Person of PRA:</u> a) Name b) Designation / Relationship with PRA c) Email d) Mobile No. e) PAN f) Aadhar g) Name of the Authorization document attached	
9	Undertaking-cum-Declaration	It is hereby confirmed that all communications relating to the instant CIRP proceedings shall be made to the abovementioned contact details of the authorised person through email which shall be kept active through the CIRP proceedings. Non-delivery of any communication due to inactive and/or malfunctioning of the above email shall not invalidate the service of the communication made by the RP or his team member or his authorised representatives.

Note: In case of consortium, the above information needs to be provided by each of the member of the consortium along with % of interest. The Lead members needs to be identified else the same will be with selected by the RP. The name of Authorised Person in all the case must be same as that mentioned in the information sheet of the Leader of consortium.

In this regard, EOI is hereby submitted for submission of the Resolution Plan under the following option in terms of the Detailed Invitation of EOI dtd. _____, as published by your goodself –

Options selected for submitting the Resolution Plan <i>(Tick the Option)</i>		Net Worth Requirement * (INR Lacs)	TOTAL EMD Requirement * (INR Lacs)
<input type="checkbox"/>	OPTION – I		
OR			
<input type="checkbox"/>	OPTION – II	Cluster – 1	
<input type="checkbox"/>	OPTION – II	Cluster – 2	
<input type="checkbox"/>	OPTION – II	Cluster – 3	
<input type="checkbox"/>	OPTION – II	Cluster – 4	
<input type="checkbox"/>	OPTION – II	Cluster – 5	
<input type="checkbox"/>	OPTION – II	Cluster – 6	
<input type="checkbox"/>	OPTION – II	Cluster – 7	
<input type="checkbox"/>	OPTION – II	Cluster – 8	
<input type="checkbox"/>	OPTION – II	Cluster – 9	
<input type="checkbox"/>	OPTION – II	Cluster – 10	
<input type="checkbox"/>	OPTION – II	Cluster – 11	
<input type="checkbox"/>	OPTION – II	Cluster – 12	
<input type="checkbox"/>	OPTION – II	Cluster – 13	
TOTAL:			

* Write the eligible Net worth amount and Total EMD amount, as mentioned in the Detailed Invitation of EOI, corresponding to the ticked option ONLY.

By submitting this EOI, I/We undertake and confirm that –

- a) I/We have read and understood the options available for submitting the Resolution Plan as mentioned in the Detailed Invitation of EOI dtd. _____ and put forward this EOI after acknowledging and adhering to the terms and conditions laid down therein.
- b) I/We are not permitted to submit EOI under both the option i.e. Option I and Option II at the same time. In case any such ambiguity arises the EOI submitted shall be disqualified, at the option of the RP / COC, without further intimation.

- c) I/We shall abide by the decision of the RP vis-a-viz the COC, presently or during the future course of the proceedings, relating to modification / realignment / allocation of the clusters under Option II, without being assigned any reasons thereof.

Additionally, it is hereby stated that pursuant to submission of this EOI, an amount of **INR _____ Lacs (Indian Rupees _____ Only)** representing initial EMD deposit [of ___ clusters @ INR 10 (ten) Lacs Only per clusters] ^(strikeout if submitting under Option I) have been paid against **Total EMD amount of INR _____ Lacs (Indian Rupees _____ Only)**. The balance EMD amount of INR _____ Lacs (Indian Rupees _____ Only) shall be paid along with submission of the Resolution Plan. The details of payment of initial EMD amount of INR _____ Lac is as follows-

Details of Electronic Transfer	Details of Demand Draft enclosed

We have attached all the necessary information requested and further undertake that the information furnished by us in this EOI is true, correct and accurate to the best of our knowledge.

Based on this information we understand you would be able to evaluate our preliminary proposal / eligibility to shortlist us for the above-mentioned proposal. Further, we agree and acknowledge that:

- a) The fulfilment of eligibility conditions in the EOI does not automatically entitle us to participate in the CIRP of DOTEPL, which will be subject to applicable laws and further conditions stipulated by the RP or the committee of creditors (“COC”), in their sole discretion, including those in relation to access to virtual data room (“VDR”) or as may be stipulated under the Request for Resolution Plan.

Plan document. Further, the RP and COC reserve the right to issue clarifications, amendments and modifications to the EOI document or to waive or relax any term or condition or its application in any particular case, in each case as they may deem fit in their sole discretion.

- b) The EOI will be evaluated by the RP of Corporate Debtor along with the COC, based on the information provided by us in this EOI and attached documents to determine whether we meet the eligibility criteria to submit the Resolution Plan for Corporate Debtor.
- c) The RP/ COC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the Resolution Plan in the instant CIRP and may reject the EOI submitted by us without assigning any reason whatsoever and not include us in the provisional or final list of eligible prospective resolution applicants.
- d) The RP/ the COC reserve the right to conduct due diligence on us and/or request for additional information or clarification from us for the purposes of the EOI and we shall promptly comply

with such requirements. Failure to satisfy the queries of RP/ COC timely may lead to rejection of our submission pursuant to EOI.

- e) We, including any connected persons of ours, singly or jointly, are not ineligible or disqualified in terms of provisions of Section 29A of the Code as amended to date.
- f) Meeting the qualification criteria set out in the Invitation for EOI alone does not automatically entitle us to participate in the next stage of the bid process.
- g) Along with our EOI, we have also enclosed information/documents as required in the Invitation for EOI; and
- h) If any false information or record has been submitted by us, it will render us ineligible to participate in the process.
- i) The Signatory to this EOI is duly authorized by the Board of _____ <<Name of the Entity>> to sign this EOI. (Kindly attach a copy of authorization i.e. Board Resolution or Power of Attorney)

Sincerely yours,

On behalf of (*Insert name of the entity submitting the EOI*)

Signature:

Name of Signatory:

Designation:

Company Seal/stamp

Enclosures: Supporting documents to be attached with EOI (as detailed in Annexure B)

12 Annexure B - Supporting Documents to be attached with EOI

a) Profile of the Resolution Applicant:

- Information of Applicant: Name, Address, Corporate Identification Number (for corporates), PAN, GST and any other details.
- General Profile: Provide a summary of the business, history and current status of the Resolution Applicant;
- Financial Profile;
- History, if any, of the Resolution Applicant or affiliates being declared a 'wilful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non-performing asset' (Self-Declaration);
- CIBIL Report of the Applicant (the report should not be older than 3 months);
- Bank Certificate (original to be submitted) in respect of conduct of the bank account along with contact details of the Bank Officials issuing such certificate;
- Declaration on 'Sources of Fund' to be offered for resolution;
- Details of Contact Person: Name, Designation, Mobile No., Email (**Very Important**);
- Any other relevant details which would be useful for the RP to evaluate the bid and help to shortlist for the next stage in the process.

b) Constitutional Documents

- Copies of Certificate of Incorporation and / or Registration and / or Constitutional Documents (for eg. Partnership Deed for Partnership Firm etc) of the Prospective Resolution Applicant (self-attested)

c) Authorization Document

- Board Resolution / letter of authority / power of attorney, as the case may be, authorizing the signatory to sign and submit the EOI documents.
- Board Resolution of Authorized Signatory signed by at least 2 (two) Directors (Mandatory for Corporate Applicant)

d) KYC Documents (self attested)

- Copy of PAN Card of Prospective Resolution Applicant (applicable for all applicants)
- Copy of PAN and Aadhar of Authorized Signatory signing the EOI (self attested)

e) Net Worth Documents

- For Individuals Applicant: 'Net Worth' Certificate issued by a practising Chartered Accountant along with copies of personal Balance Sheet and Income Tax Returns for the last two financial years i.e. 31.03.2022 (preferred) else 31.03.2021 & 31.03.2020.
- For Partnership Firms / AOP etc: 'Net Worth' Certificate issued by a practising Chartered Accountant along with copies of Balance Sheet and Income Tax Returns for the last two financial years i.e. 31.03.2022 (preferred) else 31.03.2021 & 31.03.2020. Additionally, the

documents of the beneficial owners, as mentioned for ‘Individuals’ above also need to be provided.

- For Body Corporates (including LLP): Audited financial statements for the last two financial years i.e. 31.03.2022 (*in case audited financial statements for the financial year 31.03.2022 are not available, then provisional accounts certified by a Chartered Accountant will suffice*), 31.03.2021 and 31.03.2020.
- For Financial Institutions / Funds / Trusts / PE investors: "AUM or Committed funds certificate" from an independent reputed CA firm or their statutory auditors or equivalent (for jurisdictions outside India) along with supporting documents.

f) Other Documents (applicable for all Applicants)

- Declaration of Understanding of Section 29A of I&B Code 2016 (as per Annexure C);
- Undertaking (in stamp paper), dully notarised (as per Annexure D);
- Confidentiality Undertaking (in stamp paper) (as per Annexure E)

13 Annexure C - Section 29A of I&B Code 2016

[In Letter Head of PRA]

A Prospective Resolution Applicant will not be eligible to submit the EOI if he/she/it or any person acting jointly or in concert with him/her/it:

- 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:

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan;

Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

Explanation I – For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date.

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

- d) has been convicted for any offence punishable with imprisonment –
 - (i) for two years or more under any Act specified under the Twelfth Schedule of the Code;
or
 - (ii) for seven years or more under any law for the time being in force:

Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment;

Provided further that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I.

- e) Is disqualified to act as a director under Companies Act, 2013;

Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I.

- f) Is prohibited by the Securities Exchange Board of India from trading in securities or accessing the securities market;

- g) Has been a promoter or in the management or control of the Company in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under the Code;

Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

- 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 clauses (a) to (h), under any law in a jurisdiction outside India; or
- j) has a connected person not eligible under clauses (a) to (i).

Explanation I — For the purposes of this clause, the expression "connected person" means—

- (i) any person who is the promoter or in the management or control of the resolution applicant; or
- (ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or
- (iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii):

Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:

Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and

is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date;

Explanation II – For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely: —

- (a) a scheduled bank;
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);
- (d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
- (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;
- (f) such categories of persons as may be notified by the Central Government.

We / I understand the provision of Section 29A of Insolvency and Bankruptcy Code, 2016 (as stated above) and hereby confirm that the undersigned Resolution Applicant and/or any of its 'connected persons' does not suffer from any ineligible or disqualification in terms of the said section.

On behalf of (applicant)

Signature: _____

Name of Signatory:

Designation:

Company Seal/Stamp

14 Annexure D – Format of Undertaking

[Undertaking should be given on a stamp paper of INR 100 and dully notarized]

To,

CA Santanu Brahma

Resolution Professional of Darjeeling Organictea Estates Pvt. Ltd.

IBBI Regn. No.: IBBI/IPA-001/IP-P-01482/2018-2019/12251

E-mail: dotempl.irp@gmail.com

Subject: Undertaking in relation to the submission of the EOI for Darjeeling Organictea Estates Pvt. Ltd. (“the Corporate Debtor”), currently undergoing the Corporate Insolvency Resolution Process (“CIRP”)

Dear Sir,

In respect of the expression of interest (“EOI”) submitted by us for submission of a resolution plan (“Resolution Plan”) for the Company, we hereby confirm, represent, warrant and undertake as follows:

For compliance of Reg. 36A(7) of CIRP Regulations, 2016:

- a) We have understood the eligibility and other criteria mentioned in the Invitation for submission of EOI issued by the Resolution Professional of the Corporate Debtor, as specified and approved by the Committee of Creditors in terms of Section 25(2)(h) of the IBC, 2016.
- b) We, unconditionally, meet and satisfy the necessary threshold and eligibility criteria/s as specified in the ‘Detailed Invitation for EOI’ dtd. _____ in terms of Section 25(2)(h) of the IBC, 2016 and have furnished all the relevant records in support of the same.
- c) We, including any connected persons of ours, singly or jointly, are not ineligible or disqualified in terms of provisions of Section 29A of the Code as amended till date and have furnished all the relevant information / records to enable an assessment in this regard.
- d) We, if at any time after the submission of this EOI, become ineligible to be a resolution applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the Resolution Professional and the COC;
- e) All information and records provided by us to the Resolution Professional in EOI or otherwise are correct, accurate, complete and true and no such information, data or statement provided by us is inaccurate or misleading in any manner. We shall be solely responsible for any errors or omissions therein. Based on this information, we understand that all our submissions, present or future, shall be evaluated by the RP and the COC and accordingly we shall be permitted for further submission of any proposal / resolution plan.

- f) We understand that upon discovery of any false information or record, at any time, will result in our ineligibility to submit the resolution plan of the Corporate Debtor and accordingly cause forfeiture of the refundable deposit along with invocation of penal action under the Insolvency and Bankruptcy Code, 2016.
- g) We undertake to maintain the confidentiality of the information provided to us, at any time during the CIRP proceedings in relation to submission of Resolution Plan and anytime thereafter and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under section 29(2) of IBC, 2016.

For compliance of Section 29(2) of IBC, 2016:

- h) We shall comply with the provisions of law for the time being in force relating to confidentiality and insider trading.
- i) We shall protect the intellectual property of the Corporate Debtor, if any and having access thereof.
- j) We shall not share the relevant information (i.e. the information required by the resolution applicant to make the resolution plan for the Corporate Debtor, which shall include the financial position of the Corporate Debtor, all information related to disputes by or against the Corporate Debtor and any other matter pertaining to the Corporate Debtor as may be specified) with third parties unless clauses (a) and (b) of Section 29(2) of the IBC, 2016 are complied with.
- k) We agree and acknowledge that we shall maintain the confidentiality of the information contained in the Information Memorandum prepared and circulated by the RP and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under section 29(2) of IBC, 2016.

Others:

- l) The Investment in / Resolution Plan of, the Corporate Debtor shall be made by us on an “as in, where is” basis and the Resolution Professional or the COC will not be providing any representations or warranties for the Corporate Debtor;
- m) Neither we nor any of our representatives shall have any claims whatsoever against the Resolution Professional or its advisors or any member of the CoC or any of their directors, officials, agents or employees arising out of or relating to this EOI;
- n) No oral conversations or agreements with the Resolution Professional or any official, agent or employee of the Resolution Professional, or any member of the COC shall affect or modify any terms of this EOI;
- o) The Resolution Professional shall be entitled to reject the EOI submitted after the last date prescribed by the Resolution Professional;
- p) Subject to applicable laws, to forthwith notify the RP of any factor that may make the applicant ineligible to participate in the corporate insolvency resolution process; and

- q) We undertake to furnish further information or documents to the RP as may be reasonably required to verify that the applicant meets the eligibility criteria set out in the EOI contrary to which we stand liable for necessary disqualification.

Yours Sincerely,

On behalf of (applicant)

Signature: _____

Name of Signatory:

Designation:

Company Seal/Stamp

Note: The person signing the Undertaking should be an authorized signatory supported by necessary board resolutions/authorization letter/power of attorney.

15 Annexure E – Format of Confidentiality Undertaking

[To be printed in Stamp Paper of value not less than INR 100 and duly notarised]

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made on this _____ day of _____ 2022

by and between:

CA Santanu Brahma, being registered insolvency professional with IP Registration No.: IBBI/IPA-001/IP-P-01482/2018-2019/12251 (AFA Valid till 04.10.2024), was appointed as a Resolution Professional (“**Disclosing Party/RP**”) of **Darjeeling Organictea Estates Private Limited** (“**Corporate Debtor**” or “**Company**”), a company incorporated under the Companies Act, 1956 having its registered office at **Regus Grandeur Offices Private Limited, PS Arcadia, 9th Floor, 4A Abanindra Nath Thakur Sarani, Kolkata 700016, West Bengal** which is undergoing corporate insolvency resolution process (“**CIRP**”) under the provisions of the Insolvency and Bankruptcy Code, 2016 (“**Code**”) and its applicable regulations, as amended from time to time, of the **FIRST PART**;

And

_____, a company incorporated in _____ and having its registered office at _____ (the “**Recipient/Resolution Applicant**”, which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns) of the **SECOND PART**.

(The Disclosing Party/RP and the Recipient/Resolution Applicant hereinafter also referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:

- a) Pursuant to an invitation for expressions of interest dated _____ published by the RP in _____ newspapers on _____, the RP had invited expressions of interest (“**EoI**”) from potential resolution applicants for the purpose of submission of resolution plans for the Company in accordance with the provisions of the Code. The Resolution Applicant, has accordingly, submitted its EoI to the RP on _____.

- b) The Resolution Applicant proposes to submit a resolution plan in respect of the Company (“**Resolution Plan**”) to the RP, in accordance with the Code. For the purpose of such preparation, submission and negotiation of the Resolution Plan (“**Purpose**”), the RP may provide the Resolution Applicant with access to relevant information in that respect, provided that the Resolution Applicant provides a confidentiality undertaking to the RP with respect to such information provided.
- c) In view of the above, the RP will be sharing the relevant information, comprising/ containing certain Confidential Information (as defined in Clause 1 below) with the Resolution Applicant and accordingly, the Parties have agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing, inter-alia, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. “**Confidential Information**” shall mean all information, whether in written, oral, pictorial, electronic, visual or other forms, including information in the virtual data room (“VDR”), relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company or in relation to the resolution plan process. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:
 - (i) any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organization, management, strategic initiatives and plans, policies and reports, the financial position of the Company;
 - (ii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Company or in which the Company has an interest of any kind;
 - (iii) any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (iv) any unregistered patent, design, copyright, or trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Company or in which the Company has an interest of any kind;
 - (v) any information belonging to identified third parties with whom the Company has business dealings;
 - (vi) any proposed business deals, contracts or agreements to which Company is a party;

- (vii) the Information Memorandum in respect of the Company prepared under the provisions of the Code by the RP and information contained in VDR;
 - (viii) contents of its Resolution Plan;
 - (ix) particulars of any negotiations conducted with the Committee of Creditors on its Resolution Plan; and
 - (x) financial terms or scores of any other resolution applicant (if disclosed to the Recipient) in the course of or as the process of negotiation with the Recipient.
2. The Recipient shall at all times observe the following terms:
- (i) it shall hold in trust and in confidence, the Confidential Information provided to the Recipient by the Disclosing Party;
 - (ii) it shall not, directly or indirectly use the Confidential Information for any purpose other than for the Purpose or for causing an undue gain or undue loss to itself or any other person;
 - (iii) it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Disclosing Party;
 - (iv) it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the “Representatives”), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the Purpose and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Agreement. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the Representatives would not discharge the Recipient from its confidentiality obligations under this Agreement. In any event, the Recipient shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the Recipient shall be deemed as breach of this Agreement by the Recipient. For the purposes of this Agreement, the term “Affiliate” shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term “Control” means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contract or otherwise. The terms “Controlling” and “Controlled by” or “under common Control” shall have corresponding meanings;
 - (v) it shall use the same degree of care to protect the Confidential Information as the Recipient uses to protect its own confidential information but no less than a reasonable

degree of care to prevent the unauthorized access, use, dissemination, copying, theft and/or republication of the Confidential Information;

- (vi) it shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);
 - (vii) it shall immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Agreement as per Clause 10 below; or (c) a notification by the Disclosing Party, surrender and return to the Disclosing Party, all Confidential Information and any notes, memoranda or the like, including any copies or reproductions in its possession, or destroy the same in accordance with the directives of the Disclosing Party, in each case, except to the extent, retention of such Confidential Information is required under applicable law, provided that the Recipient in these cases, shall notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention;
 - (viii) it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement or its proposal to prepare/ submit the Resolution Plan or contents of Resolution Plan in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;
 - (ix) it shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Agreement;
 - (x) it shall protect against any unauthorized disclosure or use, any Confidential Information of the Company that it may have access to in any manner.
3. The Recipient shall not be liable for the disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
- (i) is or becomes available to the public domain without breach of this Agreement by the Recipient; or
 - (ii) is disclosed with the prior written approval of the Disclosing Party; or
 - (iii) was in the possession of the Recipient prior to its disclosure to them under this Agreement from another source not under any obligation of confidentiality to the provider; or
 - (iv) is disclosed pursuant to any law or court order or the stock exchange requirement provided that in the event the Recipient is required to make such disclosure pursuant to a court order / stock exchange announcement, then in that case the Recipient shall only disclose the Confidential Information to the extent required and to the extent permissible, promptly

notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such disclosure or discuss the extent of disclosure by the Recipient.

4. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Agreement or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.
5. For the avoidance of doubt, nothing in this Agreement shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).
6. The Disclosing Party makes no representation, warranty or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Recipient's right to use the Confidential Information. The Disclosing Party has not verified or audited the information and the information so provided is based on books and records available with the Company. The Disclosing Party does not take any responsibility for any decisions made by the Recipient based on the information provided. The Recipient shall exercise its own diligence before making any conclusion or decision.
7. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this Agreement and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Agreement, in addition to and without prejudice to, any other remedies available to the Disclosing Party at law or in equity.
8. The Recipient shall indemnify and hold harmless the Disclosing Party against all losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Agreement, including but not limited to any gross negligence or willful misconduct in respect of the Confidential Information, by the Recipient and/or its Representatives.
9. The Recipient shall not, without the prior written consent of the Disclosing Party, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Company or the Disclosing Party in relation to the corporate insolvency resolution process of the Company.
10. This Agreement shall be effective and shall stay in force for a period of three (3) years from the date first stated above. Upon expiry of this Agreement, the confidentiality obligations of

the Parties herein shall cease, provided that payment obligations if any that may arise under this Agreement (including under the indemnity Clause 8 above) shall survive the termination of this Agreement.

11. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand-delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in a written notice to the other parties hereto.

For Disclosing Party/RP

Postal Address: AH 276 Salt Lake, Sector II, Kolkata 700091

Contact Person Email: dotepl.irp@gmail.com

For Recipient/Resolution Applicant

Postal Address:

Contact Person Email:

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

12. If any provision of this Agreement is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.
13. No amendments, changes or modifications of any provision of this Agreement shall be valid unless made by a written instrument signed by a duly authorized representative of each of the Parties.
14. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.
15. Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other Party.
16. This Agreement shall be governed by and construed in all respects according to the laws of India and, the Parties hereto agree to submit to the exclusive jurisdiction of the courts of _____.

17. This Agreement comprises the full and complete agreement of the Parties hereto as at the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements, if any, between the Parties hereto, whether written or oral, expressed or implied.
18. The Disclosing Party acknowledges that, in the ordinary course of business, the Recipient may be engaged through separate platforms in the origination of loans (including the provision of debt financing for transactions similar to the transactions contemplated herein) and syndicated bank debt, and nothing in this Agreement shall restrict such activities of such other platforms, provided that none of the Confidential Information is used or disclosed in connection therewith and such transactions are not in contravention of the Code or with the corporate insolvency resolution process of the Company.
19. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

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

Signed by for and on behalf of the
Disclosing Party/RP

Santanu Brahma
Resolution Professional for Darjeeling Organicta Estates Pvt. Ltd. (in CIRP)

in the presence of

Name:
Designation:

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

Name:
Designation:

in the presence of

Name:
Designation: